



CITY OF ALAMEDA • CALIFORNIA

SPECIAL JOINT MEETING OF THE CITY COUNCIL AND
COMMUNITY IMPROVEMENT COMMISSION
TUESDAY - - - APRIL 17, 2007 - - - 6:00 P.M.

Time: Tuesday, April 17, 2007, 6:00 p.m.

Place: **City Council Chambers Conference Room**, City Hall, corner
of Santa Clara Avenue and Oak Street

Agenda:

1. Roll Call - City Council, Community Improvement Commission
2. Public Comment on Agenda Items Only
Anyone wishing to speak on agenda items only, may speak for a
maximum of 3 minutes per item
3. Adjournment to Closed Session to consider:

CITY COUNCIL

3-A. CONFERENCE WITH LABOR NEGOTIATORS

Agency negotiators: Craig Jory and Human Resources
Director

Employee organizations: All City Bargaining Units

COMMUNITY IMPROVEMENT COMMISSION (CIC)

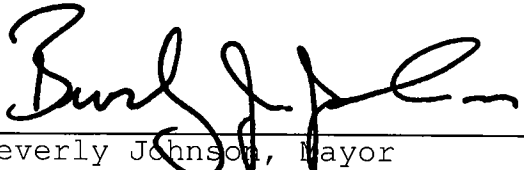
3-B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN 074-0905-022-05, 074-0905-027
and 074-0905-028-04

Negotiating parties: CIC and Union Pacific Railroad

Under negotiation: Price and terms

4. Announcement of Action Taken in Closed Session, if any
5. Adjournment - City Council, Community Improvement Commission



Beverly Johnson, Mayor
Chair, Community Improvement
Commission



CITY OF ALAMEDA • CALIFORNIA

IF YOU WISH TO ADDRESS THE COUNCIL:

1. Please file a speaker's slip with the Deputy City Clerk and upon recognition by the Mayor, approach the podium and state your name; speakers are limited to three (3) minutes per item.
2. Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
3. Applause and demonstration are prohibited during Council meetings.

AGENDA - - - - - REGULAR MEETING OF THE CITY COUNCIL
TUESDAY - - - - - APRIL 17, 2007 - - - - 7:30 P.M.

[Note: Regular Council Meeting convenes at 7:30 pm, **City Hall, Council Chambers, corner of Santa Clara Ave and Oak St**]

The Order of Business for City Council Meeting is as follows:

1. Roll Call
2. Agenda Changes
3. Proclamations, Special Orders of the Day and Announcements
4. Consent Calendar
5. Agenda Items
6. Oral Communications, Non-Agenda (Public Comment)
7. Council Communications (Communications from Council)
8. Adjournment

Public Participation

Anyone wishing to address the Council on agenda items or business introduced by Councilmembers may speak for a maximum of 3 minutes per agenda item when the subject is before Council. Please file a speaker's slip with the Deputy City Clerk if you wish to address the City Council

SPECIAL JOINT MEETING OF THE CITY COUNCIL AND 6:00 P.M.
COMMUNITY IMPROVEMENT COMMISSION
CITY COUNCIL CHAMBERS CONFERENCE ROOM
Separate Agenda (Closed Session)

SPECIAL MEETING OF THE COMMUNITY IMPROVEMENT 7:31 P.M.
COMMISSION, CITY COUNCIL CHAMBERS
Separate Agenda

PLEDGE OF ALLEGIANCE

1. ROLL CALL - City Council

2. AGENDA CHANGES

3. PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS

3-A. Proclamation declaring April 21, 2007 as Earth Day. (Public Works)

3-B. Proclamation declaring the month of April as Fair Housing Month. (Development Services)

3-C. Presentation on Implementation of the CCG Consulting L.L.C. Report, "An Analysis of Telecom Operations." (Alameda Power & Telecom)

4. CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the Council or a member of the public

4-A. Minutes of the Special and Regular City Council Meetings held on April 3, 2007. (City Clerk)

4-B. Bills for ratification. (Finance)

4-C. Recommendation to award Contract in the amount of \$125,000 to Sally Swanson Architects, Inc. for update of the City's Americans with Disabilities Act Transition Plan and Self-Evaluation Plan. (City Attorney)

4-D. Recommendation to approve joining the Joint Powers Agreement known as the Bay Area Employee Relations Services (BAERS). (Human Resources)

4-E. Recommendation to award Contract in the amount of \$857,200, including contingencies, to Golden Bay Construction, Inc. for Repair of Portland Concrete Sidewalk, Curb, Gutter, Driveway and Minor Street Patching, Fiscal Year 2006-07, Phase 8, No. P.W. 08-06-18. (Public Works)

4-F. Recommendation to accept the work of Ransome Company for Site Improvements and Designed Mobile Systems Industries, Inc. for Modular Building and Foundation Improvements associated with the New Modular Building (Washington Park Community Center) at Upper Washington Park, No. P.W. 05-06-17. (Public Works)

- 4-G. Recommendation to award a five year Vehicle Tow Contract to Ken Betts Towing. (Police)
- 4-H. Recommendation to approve second amendment to Contract with Keyser Marston Associates, Inc. increasing the amount by \$25,000 for consultant services to assist with Ballena Isle Marina negotiations. (Development Services)
- 4-I. Recommendation to reject Sole Bid and Adoption of Resolution Authorizing Open Market Negotiation of Contract Pursuant to Section 3-15 of the Alameda City Charter and Purchase of a Modular Recreational Building and Site Improvements at Bayport, Project No. 83110100, and Authorizing the City Manager to Enter into Such an Agreement. (Development Services) [Requires four affirmative votes]
- 4-J. Adoption of Resolution Vacating a Portion of a Ten-Foot Wide Power Easement and Recordation of Quitclaim Deed Within Parcel 2, Parcel Map 2542 (Alameda Towne Centre). (Public Works)
- 4-K. Introduction of Ordinance Amending Alameda Municipal Code Subsection 23-6.2 (Operation of Power Boats) of Section 23-6 (Harbor and Tidelands) of Chapter XXIII (Parks, Recreation Areas and Public Property) by Repealing Subsection 23-6.2 in Its Entirety and Adding a New Subsection 23-6.2 (Operation of Power Boats) that Incorporates Speed Limits for Vessels Propelled by Machinery in an Estuary or Channel and Continues the Prohibition of Power Boats in Lagoons. (Police)

5. REGULAR AGENDA ITEMS

- 5-A. Recommendation to receive the Report "EveryOne Home, the Alameda Countywide Homelessness and Special Needs Housing Plan." (Development Services)
- 5-B. Public Hearing to consider a recommendation to adopt FY 2007-08 Community Development Block Grant Action Plan and authorize the City Manager to negotiate and execute related documents, agreements and modifications. (Development Services)
- 5-C. Recommendation to consider initiation of a Zoning Amendment in the area generally bounded by Madison Street to the north, Washington Street to the south, Fernside Drive to the east and Peach Street to the west. (Planning and Building)
- 5-D. Adoption of Resolution Expressing Support for Full Funding for Transit Operations in the State's Fiscal Year 2007-2008 Budget. (Public Works)

6. ORAL COMMUNICATIONS, NON-AGENDA (Public Comment)

Any person may address the Council in regard to any matter over which the Council has jurisdiction or of which it may take cognizance, that is not on the agenda

7. COUNCIL COMMUNICATIONS (Communications from Council)

Councilmembers can address any matter, including reporting on any Conferences or meetings attended

8. ADJOURNMENT - City Council

- For use in preparing the Official Record, speakers reading a written statement are invited to submit a copy to the City Clerk at the meeting or e-mail to: lweisige@ci.alameda.ca.us
- Sign language interpreters will be available on request. Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 72 hours prior to the Meeting to request an interpreter.
- Equipment for the hearing impaired is available for public use. For assistance, please contact the City Clerk at 747-4800 or TDD number 522-7538 either prior to, or at, the Council Meeting.
- Accessible seating for persons with disabilities, including those using wheelchairs, is available.
- Minutes of the meeting available in enlarged print.
- Audio Tapes of the meeting are available upon request.
- Please contact the City Clerk at 747-4800 or TDD number 522-7538 at least 48 hours prior to the meeting to request agenda materials in an alternative format, or any other reasonable accommodation that may be necessary to participate in and enjoy the benefits of the meeting.



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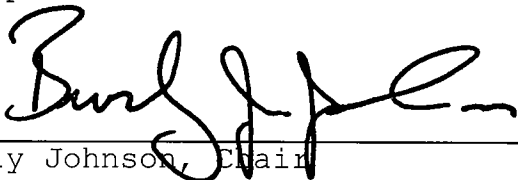
SPECIAL MEETING OF THE COMMUNITY IMPROVEMENT COMMISSION
TUESDAY - - - APRIL 17, 2007 - - - 7:31 P.M.

Location: **City Council Chambers**, City Hall, corner of Santa Clara Avenue and Oak Street.

Public Participation

Anyone wishing to address the Commission on agenda items or business introduced by the Commission may speak for a maximum of 3 minutes per agenda item when the subject is before the Commission. Please file a speaker's slip with the Deputy City Clerk if you wish to speak on an agenda item.

1. ROLL CALL - Community Improvement Commission
2. CONSENT CALENDAR
 - 2-A. Minutes of the Community Improvement Commission meeting held on April 3, 2007. (City Clerk)
 - 2-B. Recommendation to authorize the Executive Director to execute a Consultant Agreement with Harris & Associates in an amount not to exceed \$540,000, to be reimbursed by the Developer pursuant to the Disposition and Development Agreement, to provide Engineering Review and Construction Support Services for the Alameda Landing Project. (Development Services)
3. AGENDA ITEMS
 - 3-A. Update on the Alameda Theater, Cineplex and Parking Structure Construction Project;
 - Recommendation to amend the Construction Contract with C. Overaa & Co. for the Civic Center Parking Garage to increase the Scope of Work and approve reduction of the contingency budget.
4. ADJOURNMENT - Community Improvement Commission



Beverly Johnson, Chair

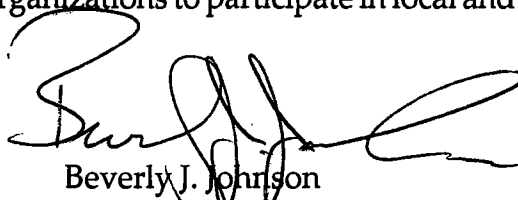
Proclamation

- WHEREAS, April 21, 2007, will be the 37th annual celebration of Earth Day; and
- WHEREAS, Earth Day began in 1970 as a long term endeavor to build a planet that would be clean, healthy, prosperous, and sustainable; and
- WHEREAS, cities and communities can and must make major contributions to solving our environmental and natural resource problems through land use, transportation, solid waste, wastewater treatment, and zoning decisions that shape our environment; and
- WHEREAS, local governments currently operate numerous ride-sharing, recycling, energy and water conservation, and hazardous waste programs that depend on widespread understanding and participation in order to be successful; and
- WHEREAS, it is time for everyone to increase their understanding of the importance of participating in these programs and their respect for all our natural resources; and
- WHEREAS, Earth Day will reach beyond existing environmental constituencies to involve the broadest possible cross-section of society including business, media, religious, political, youth, academic and cultural leaders; and
- WHEREAS, the CITY OF ALAMEDA, together with the community, can continue to work to meet the challenges of sustaining our environment; and
- WHEREAS, the Public Works Department, the Alameda Recreation and Park Department, and Alameda Power & Telecom are jointly sponsoring Earth Day festivities on April 21, 2007, at Washington Park.

NOW, THEREFORE, BE IT RESOLVED, that I, Beverly J. Johnson, Mayor of the City of Alameda, do hereby proclaim April 21 as

EARTH DAY ALAMEDA 2007

and pledge the City's support and invite all Alameda citizens, businesses, civic groups, government agencies, and other organizations to participate in local and regional celebratory and educational activities.



Beverly J. Johnson
Mayor

City Council
Agenda Item #3-A
04-17-07

Proclamation

WHEREAS, the City of Alameda is committed to addressing the rights of all citizens to have access to fair housing; and

WHEREAS April 11, 2007, marks the 39th anniversary of the enactment of the Federal Fair Housing Act of 1968, Title VIII of the Civil Rights Act, which states that discrimination in the sale and rental of housing based on race, religion, sex, national origin, disability or familial status is illegal; and

WHEREAS, California State law also protects against discrimination in housing based on marital status, age, sexual orientation, or any arbitrary factor; and

WHEREAS, the City Council has declared the City of Alameda a hate-free city, reflecting the value this community places on equal opportunity for all, including nondiscrimination in housing; and

WHEREAS, the City of Alameda, in partnership with Sentinel Fair Housing, supports equal opportunities in housing for all; and

WHEREAS in order to heighten public awareness, the City of Alameda wishes to focus public attention on Fair Housing Month.

NOW, THEREFORE, BE IT RESOLVED, that I, Beverly J. Johnson, Mayor of the City of Alameda, do hereby declare the month of April 2007 as

Fair Housing Month

in the City of Alameda and encourages all citizens and community organizations to celebrate the value of harmonious and diverse communities of neighbors and to observe the mandate of the Fair Housing Act in supporting the goal of equal housing opportunity for all people.


Beverly J. Johnson
Mayor

City Council
Agenda Item #3-B
04-17-07

UNAPPROVED
MINUTES OF THE SPECIAL CITY COUNCIL MEETING
TUESDAY- -APRIL 3, 2007- -6:00 P.M.

Mayor Johnson convened the Special Meeting at 6:10 p.m.

ROLL CALL - Present: Councilmembers deHaan, Gilmore,
Matarrese, Tam, and Mayor Johnson - 5.

Absent: None.

The Special Meeting was adjourned to Closed Session to consider:

(07-) Workers' Compensation Claim (54956.95); Claimant: Ronald Wilhite; Agency Claimed Against: City of Alameda.

(07-) Conference with Legal Counsel - Anticipated Litigation; Significant exposure to litigation pursuant to Subdivision (b) of Section 54956.9; Number of cases: One.

Following the Closed Session, the Special Meeting was reconvened and Mayor Johnson announced that regarding Workers' Compensation, Council received a briefing and gave staff settlement parameters with direction; regarding Anticipated Litigation, Council received a briefing from Counsel regarding a threat of litigation; no action was taken.

Adjournment

There being no further business, Mayor Johnson adjourned the Special Meeting at 7:40 p.m.

Respectfully submitted,

Lara Weisiger
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

UNAPPROVED

MINUTES OF THE REGULAR CITY COUNCIL MEETING
TUESDAY - - - - - APRIL 3, 2007 - - - - 7:30 P.M.

Mayor Johnson convened the Regular City Council Meeting at 8:01 p.m.

ROLL CALL - Present: Councilmembers deHaan, Gilmore, Matarrese, Tam, and Mayor Johnson - 5.

Absent: None.

AGENDA CHANGES

(07-) Mayor Johnson announced that the recommendation to award Vehicle Tow Contract [paragraph no. 07-] was removed from the agenda.

PROCLAMATIONS, SPECIAL ORDERS OF THE DAY AND ANNOUNCEMENTS

(07-) Proclamation honoring Tony Aiello upon his retirement from St. Joseph Notre Dame High School.

Mayor Johnson read and presented the proclamation to Tony Aiello.

Mr. Aiello thanked Council for the proclamation; stated St. Joseph Notre Dame High School has been part of the community for 125 years; he hopes that the close relationship will continue.

CONSENT CALENDAR

Mayor Johnson announced that the recommendation to adopt Plans and Specifications [paragraph no. 07-] and recommendation to appropriate \$12,400 [paragraph no. 07-] were removed from the Consent Calendar for discussion.

Vice Mayor Tam moved approval of the remainder of the Consent Calendar.

Councilmember Matarrese seconded the motion, which carried by unanimous voice vote - 5. [Items so enacted or adopted are indicated by an asterisk preceding the paragraph number.]

(*07-) Minutes of the Special City Council Meeting held on March 15, 2007; and the Special and Regular City Council Meetings held on March 20, 2007. Approved.

(*07-) Ratified bills in the amount of \$7,184,337.90.

(07-) Recommendation to adopt Plans and Specifications and authorize Call for Bids for Godfrey Park Play Field Renovations, No. P.W. 03-07-06.

David Kirwin, Alameda, questioned who would benefit from the proposed changes; stated the trees provide shade to soccer spectators; upgrading play structure equipment is more important than field renovations.

Mayor Johnson requested clarification on field space.

The Recreation and Park Director stated that the Godfrey Park reconfiguration would benefit the entire sports community; the Field Advisory Committee was very active in the selected design; the new design would provide more usable, smaller fields and a full size outfield; the field has a severe gofer problem; playtime is limited because of the old irrigation system.

Councilmember Gilmore inquired whether the proposed renovation is part of the Turf Management Plan.

The Recreation and Park Director responded in the affirmative; stated the renovation is scheduled for the summer; Ritter Park is scheduled for the fall and Woodstock Park would be next.

Councilmember deHaan requested information on tree removal and area expansion.

The Recreation and Park Director responded the Field Advisory Committee felt more soccer space would be provided by flipping the fields; stated all removed trees would be replaced.

Councilmember deHaan inquired what type of trees would be planted, to which the Recreation and Park Director responded that he did not know.

Councilmember Matarrese stated that he would like to see a timeline for playground equipment replacement; tree replacement should be aggressive with sufficient biomass.

The Recreation and Park Director stated staff would work with the Design Engineering team.

Councilmember Matarrese stated that the public should be informed when the play structure is replaced; the field is pocked from gofers.

Mayor Johnson stated that she is surprised the field is being used.

The Recreation and Park Director stated the field has not been used since Bayport opened.

Councilmember Gilmore stated that the grass is brown at Bayport.

The Recreation and Park Director stated the grass was cut twice because of the length; the top layer is dead grass.

Mayor Johnson inquired whether Godfrey Park would have a raised pitching mound, to which the Recreation and Park Director responded in the affirmative.

Mayor Johnson stated that two raised pitching mounds were removed from Krusi Park.

Councilmember deHaan inquired whether the bleachers would be relocated, to which the Recreation and Park Director responded in the affirmative.

Councilmember Matarrese moved approval of the staff recommendation with the conditions that: 1) a playground equipment replacement timeline be provided and 2) trees be replaced with a greater than one-to-one ratio.

Vice Mayor Tam seconded the motion, which carried by unanimous voice vote - 5.

(*07-) Recommendation to adopt Plans and Specifications and authorize Call for Bids for Replacement of Curb, Gutter, and Related Improvements to address Street Ponding Citywide, No. P.W. 02-07-04.

(*07-) Recommendation to appropriate \$55,000 in Measure B funds and award a Contract in the amount of \$231,000, including contingencies, to Republic Intelligent Transportation, Inc. for the In-Pavement Crosswalk Lights at various locations, No. P.W. 07-04-07.

(*07-) Recommendation to appropriate \$8,200 in Measure B funds and award a Contract in the amount of \$82,400, including contingencies, to Republic Intelligent Transportation, Inc., for the In-Pavement Crosswalk Lights at Eighth Street and Taylor Avenue, No. P.W. 05-05-04.

(07-) Recommendation to appropriate \$12,400 in Measure B Funds and award a Contract in the amount of \$136,400, including contingencies, to Cal-West Lighting and Signal Maintenance, Inc.

for Installation of Countdown Pedestrian Signal Head and Audible Pedestrian Signal, No. P.W. 01-07-01.

Richard Neveln, Alameda, stated that he hopes the corner of Park Street and Buena Vista Avenue is in the plan; two bus lines cross the critical intersection.

Councilmember deHaan inquired whether said intersection is on the list.

The City Engineer responded she does not have the list with her; stated the intersection is probably included.

Mayor Johnson stated the Park Street and Buena Vista Avenue corner should be on the list.

Councilmember deHaan moved approval of the staff recommendation.

Vice Mayor Tam seconded the motion, which carried by unanimous voice vote - 5.

(07-) Recommendation to award Vehicle Tow Contract to Ken Betts Towing. **Removed from the agenda.**

(*07-) Resolution No. 14079, "Authorizing the Destruction of Specified Unnecessary Records of the Human Resources Department." Adopted.

(*07-) Resolution No. 14080, "Adopting a Policy for Naming City Property, Facilities, and Streets." Adopted.

(*07-) Ordinance No. 2964, "Amending the Lease Agreement Dated January 31, 1991, Between the City of Alameda (Lessor) and the Alameda Food Bank (Lessee) for Real Property Located at 1900 Thau Way." Finally passed.

REGULAR AGENDA ITEMS

(07-) Recommendation to accept proposed bus shelter design standards for all future installations in the City of Alameda.

The City Engineer provided a brief report.

Proponents (In favor of bus shelter standards): Greg Harper, A.C. Transit; Richard Neveln, Alameda; Michael John Torrey, Alameda; Susan Decker, Alameda Transit Advocates; David Kirwin, Alameda.

Following Mr. Harper's comments, Mayor Johnson inquired whether the

shelter design considered next bus readers.

The City Engineer responded accommodating next bus readers would not be a problem if electricity is added.

Vice Mayor Tam inquired whether solar power is a possibility.

The City Engineer responded she would look into the matter.

Mayor Johnson inquired whether the shelter design provides weather protection.

The City Engineer responded weather protection could be provided; stated sidewalk width and Americans with Disabilities Act (ADA) access would need to be considered.

Councilmember deHaan stated that Bayport bus shelters are the worst and provide only two seats; the City's bus shelters provide three seats; adequate seating should be provided; shelters should be advertisement free.

The City Engineer stated advertisement was not included in the standard because of previous discussions.

Councilmember deHaan stated that Alamedans for Responsible Transit Shelters (ARTS) requested that a provision be added so that continued bus shelter funding would be possible.

The City Engineer stated the current shelters are the shelters provided by ARTS; steel or metal might not be available.

Councilmember Matarrese stated that he likes the design criteria; maintenance bleeds into installation and operation; the criteria should state that the first choice is for the most durable shelters with the least maintenance; durability and simplicity should be ranked high.

The City Engineer stated durability and maintenance could be included.

Councilmember Matarrese inquired whether a maintenance budget would be included when the next bus shelters are installed.

The City Engineer responded the budget report would address the need for an increase if the current maintenance budget is not sufficient.

Councilmember Gilmore stated that she was impressed with the

survey; the survey was very comprehensive; she was pleasantly surprised at the number of responses; the website should be kept in mind when doing other surveys.

The City Engineer stated credit needs to be given to the Transportation Commission; bus riders were given an option to obtain a hard copy of the report or use the website; impacted communities were targeted.

Vice Mayor Tam commended the Transportation Commission and staff; stated twenty-two potential sites are listed on the survey; inquired whether a criteria would be used to determine bus shelter locations.

The City Engineer responded twenty-four high priority locations were previously identified by Council.

Vice Mayor Tam inquired whether the locations were based on ridership, to which the City Engineer responded in the affirmative.

Mayor Johnson stated the list should be periodically reviewed by the Transportation Commission or Council if ridership changes.

Councilmember Gilmore moved approval of the staff recommendation.

Vice Mayor Tam seconded the motion.

Under discussion, Mayor Johnson stated she that likes Councilmember Matarrese's suggestion regarding durability and maintenance.

Councilmember Gilmore amended the motion to include that priority be given to shelters with the highest durability and least amount of maintenance.

On the call for the question, the motion carried by unanimous voice vote - 5.

(07-) Public Hearing to consider an appeal of a Planning Board decision to deny Planned Development (PD-05-0002) for 2241 and 2243 Clement Avenue (Boatworks Project); and

(07- A) Resolution No. 14080, "Upholding Planning Board Resolution PB-07-03 Denying Planned Development (PD-05-0002) for 2241 and 2243 Clement Avenue (Boatworks Project)." Adopted.

The Planning Services Manager provided a brief presentation.

Mayor Johnson opened the public portion of the hearing.

Proponent (In favor of appeal): Robert McGillis, Philip Banta Associates.

Opponents: (Not in favor of appeal): Joseph Woodward, Estuary Park Action Committee (EPAC); Dorothy Freeman, EPAC (provided comments); Virginia Dofflemyer, EPAC; Rebecca Redfield, EPAC.

There being no further speakers, Mayor Johnson closed the public portion of the hearing.

Vice Mayor Tam stated that 4.8 acres were rezoned for residential use; inquired whether the remaining 4.6 acres would be part of the MU-5 Specified Mixed Use Area envisioned for the ten-acre Estuary Park along the northwestern waterfront.

The Planning Services Manager responded the vision is for continuous shoreline access along the entire northern waterfront; stated larger, active waterfront parks would be along the waterfront trail; the ten-acre Estuary Park is part of the 1991 General Plan; a portion [of the park] could be on the northern end of the site.

Vice Mayor Tam inquired whether the Applicant was aware of the plans.

The Planning Services Manager responded the Applicant was aware of the rezoning that occurred in December 2006; stated that he is not sure whether the Applicant was aware of the Estuary Park concept adopted as part of the 1991 General Plan.

Councilmember Matarrese stated that the project does not conform with the General Plan; the rezoning last fall was to implement the General Plan.

Councilmember Matarrese moved adoption of the resolution to uphold the Planning Board's decision and deny the appeal.

Councilmember deHaan seconded the motion, which carried by unanimous voice vote - 5.

Councilmember deHaan requested an update on the implementation of a Task Force to address the Estuary and Beltline Parks.

The City Manager stated an update would be provided.

Councilmember deHaan requested that funding options be provided also.

ORAL COMMUNICATIONS, NON-AGENDA

(07-) Michael Krueger, Alameda, stated that bus shelter maintenance has improved; thanked the Public Works Department for all the hard work.

COUNCIL COMMUNICATIONS

(07-) Mayor Johnson introduced Interim Fire Chief Jim Reed.

The Interim Fire Chief stated it is a pleasure to serve the City of Alameda.

(07-) Vice Mayor Tam requested a status report on the City Treasurer and County Auditor meeting to review of the City's investment policy.

(07-) Vice Mayor Tam stated that she attended the Lobby Day session with the Alamedan's for Better Schools on March 28 in Sacramento; she met with Senator Perata's staff; she and Mayor Johnson were able to talk to Senator Torlakson regarding funding equalizations for schools, which is a high priority for the Legislature; there appears to be bipartisan support on the part of Assemblyman Guy Houston to advance legislation to address equalization issues.

(07-) Councilmember deHaan stated that the Alameda Towne Centre Old Navy grand opening will be on Thursday.

(07-) Councilmember deHaan requested a Council review of the Planning Board's decision to establish an Ad Hoc Committee to address Measure A.

The City Manager stated that Council could request a review of the Planning Board decision within ten days; the matter would need to come back within the next three Council meetings; the action would be suspended in the meantime.

Mayor Johnson inquired when the matter would come back to Council, to which the City Manager responded in May.

(07-) Councilmember Matarrese stated that he requested the City Manager to review the Governor's budget and the affect on public transportation, particularly AC Transit; discussions have involved cutting operational funds to transit districts; he would like Council to deliberate on whether to consider a resolution to make sure AC Transit is fully funded.

Mayor Johnson inquired whether the matter is on a fast timeframe.

The City Manager responded that there would be a [State] budget revision in May.

Mayor Johnson requested that Council be consider a resolution at the next meeting.

(07-) Mayor Johnson requested a status report on Mount Trashmore; stated methane pipes are still present.

Councilmember Matarrese stated that he received information from the Public works Director on the matter; venting is needed for ten to fifteen more years.

(07-) Councilmember Gilmore stated Public Works provided a report outlining ways to make the Webster Tube crossing easier for bicyclists; requested an update on whether the space between the Tube is a feasible option.

ADJOURNMENT

There being no further business, Mayor Johnson adjourned the Regular Meeting at 9:13 p.m.

Respectfully submitted,

Lara Weisiger
City Clerk

The agenda for this meeting was posted in accordance with the Brown Act.

April 12, 2007

Honorable Mayor and Councilmembers:

This is to certify that the claims listed on the check register and shown below have been approved by the proper officials and, in my opinion, represent fair and just charges against the City in accordance with their respective amounts as indicated thereon.

<u>Check Numbers</u>	<u>Amount</u>
158290-158685	\$1,884,289.86
E16396-E16528	\$93,979.20
EFT340	\$171,645.29

Void Checks:

144447	(\$335.07)
156752	(\$150.00)

GRAND TOTAL	\$2,149,429.28
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Respectfully submitted,



Pamela J. Sibley

Council Warrants 04/17/07

BILLS #4-B
4/17/2007

**CITY OF ALAMEDA
MEMORANDUM**

To: Honorable Mayor and
Councilmembers

From: Teresa L. Highsmith
City Attorney

Date: April 17, 2007

Re: Award Contract in the Amount of \$125,000 to Sally Swanson Architects,
Inc. for the Update of the City's Americans with Disabilities Act Transition
Plan and Self-Evaluation Plan

BACKGROUND

The City Attorney's Office seeks Council approval to award a \$125,000 bid to a consultant with expertise in Americans with Disabilities Act (ADA) compliance, to update the City's ADA, Title II Program, Transition Plan and Self-Evaluation Plan. The Council assigned this project to the City Attorney's Office, Risk Management Division, during the budget process of fiscal year 2006/2007.

In 1992, the City retained a consultant to prepare a Self-Evaluation Plan and a Transition Plan, as required by Title II of the American with Disabilities Act of 1990 ("ADA") and the Department's implementing regulation providing comprehensive civil rights protections to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. The plan was designed in part to self-evaluate the City's need for modifications that would make the City's buildings, parks and facilities accessible to persons with disabilities, as well as designed to implement the modifications needed.

Title II mandates that every public entity must periodically re-evaluate its current services, policies and practices to determine whether they are in compliance with non-discrimination regulations of the ADA. An updated self-evaluation and transition plan is required and intended to examine programs, activities and services, identify problems or physical barriers that may limit accessibility by the disabled and describe potential compliance solutions.

DISCUSSION

In late 2006, the City sent out a Request for Proposals with a budgeted and "not to exceed" bid of \$125,000. Fifteen firms attended the pre-bid meeting, and two firms submitted proposals; however, only one proposal was responsive to the RFP. The bids were as follows:

**City Council
Agenda Item #4-C
04-17-07**

- | | | |
|----|----------------------------------|-----------|
| 1) | Hibser Yamauchi Architects, Inc. | \$327,613 |
| 2) | Sally Swanson Architects, Inc. | \$125,000 |

The proposal submitted by Hibser Yamauchi Architects, Inc. was not responsive to the RFP process. They failed to include the "self-evaluation plan" portion of the project within the scope of their bid, and their bid was \$202,613 more than our budgeted and stated "not to exceed" number.

Finding the proposal submitted by Sally Swanson Architects, Inc. to be completely responsive to the RFP and within budget, a 90-minute interview with the firm's project team by City staff was conducted. The City's interview panel included Ed Sommerauer, Associate Civil Engineer representing Public Works (Ed is also the City's outgoing ADA Coordinator who worked with the Mayor's Committee on Disability), City Building Official, Greg McFann, representing Planning and Building, Assistant City Attorney, Donna Mooney and City Risk Manager, Darrell Handy, representing the City Attorney's Office. All members of the interview panel agreed that Sally Swanson Architects were well qualified for the project, having 25 years of accessibility consulting experience for public agencies including cities (Vacaville, Fairfield, El Cerrito, San Rafael), counties (Marin, Mendocino), school districts, special districts, and even the Division of the State Architect. As part of the selection process, the interview panel reviewed examples of the firm's projects identical to the project the City's project, and checked references.

With the cooperation of City Staff, the consultant will conduct field inspections of a number of City facilities, will identify remaining accessibility issues, will update the City's Self-Evaluation Plan, and will expand and update the City's existing Transition Plan. When completed, the City will have a Transition Plan that is up-to-date, detailed, strategic, and phased. Additionally, the City will be left with a formatted "living" document, which staff can keep current and adjust to the needs of the City.

The acceptable phased-transition plan contains the following:

- a) A list of the physical barriers in a public agency's facilities that limit accessibility of its programs, activities or services to individuals with disabilities;
- a) A list of the programs provided by the public agency, with an evaluation of their accessibility or equivalent facilitation to all users;
- b) An evaluation of the policies and procedures to determine if they promote equal access to persons with disabilities;
- c) A detailed outline of the methods to be used to remove these barriers and make the facilities and programs accessible;
- d) The phased-schedule for taking the necessary steps to achieve compliance with Title II of the Americans with Disabilities Act; and
- f) The contact information for the City's ADA Coordinator.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The cost of the project is budgeted as follows:

CIP 0480 Phase 1 Update Self-Evaluation

CIP 0530 Phase 2 Update Transition Plan

Current funding of both of the CIP's is sufficient for this project.

Involvement of City staff will be minimal with the exception of the ADA Coordinator who will be the liaison between the project team and City staff.

RECOMMENDATION

Award the contract to update the City's ADA Transition Plan and Self-Evaluation Plan to Sally Swanson Architects, Inc. in an amount not to exceed \$125,000.

Respectfully Submitted,


Teresa L. Highsmith
City Attorney

By: 
Darrell Handy
Risk Manager

CITY OF ALAMEDA
Memorandum

TO: Honorable Mayor
and Councilmembers

FROM: Debra Kurita
City Manager

DATE: April 17, 2007

SUBJECT: Approve Execution of Joint Powers Agreement Known as the Bay Area Employee Relations Service

BACKGROUND

The City has eight bargaining units and will be negotiating Memorandums of Understanding (MOU) with these units over the next several years. The need for comprehensive credible compensation and benefit information for other agencies will be a critical component of these negotiations and will be useful for classification and compensation studies in the future.

DISCUSSION

Bay Area Employee Relations Service (BAERS) is an intergovernmental association of city, county, and special district members in four San Francisco Bay Area counties (Attachment A). All of the cities in the City's established survey group are either members of BAERS or are cooperating contributors. Member agencies utilize the site and service for compensation, benefit, and salary survey information. The data and information maintained includes:

- Compensation records for over 4,300 Safety and Miscellaneous classifications
- Bargaining agreement summaries and MOUs for over 270 bargaining units
- Benefit summary and detailed benefit breakdown information
- Negotiation status information for expired MOUs

The system is a neutral, accurate, and credible information source and is designed to provide on-demand survey data, benefits, settlement and bargaining unit information, MOUs, pay plans, and classification research to the member agencies. In addition, membership includes unlimited access to the BAERS library of hard copy documents as well as on-going user support.

City Council
Agenda Item #4-D
04-17-07

Staff recommends execution of the BAERS joint powers agreement for the 2007/08 fiscal year. Attachment B represents the full membership agreement between the City and BAERS. If approved, the Human Resources Director will serve on the Board of Directors of BAERS and ensure the City's needs are met. In future years, membership fees will be requested as part of the City's normal budget process.

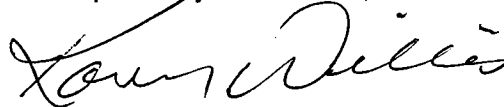
BUDGET CONSIDERATIONS/ FINANCIAL IMPACT

The cost of the membership agreement is \$14,142, which includes a 3% fee increase for the 2007/08 fiscal year. The costs of this membership will be absorbed in the current Human Resources budget appropriations through salary savings achieved due to staffing restrictions.

RECOMMENDATION

Authorize the City Manager to execute the Joint Powers Agreement regarding BAERS effective July 1, 2007, for the purpose of sharing and obtaining information for salary surveys and other classification and compensation studies.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Karen Willis", is written over a horizontal line.

Karen Willis
Human Resources Director

Attachment A: BAERS Members and Cooperating Non-Members
Attachment B: Joint Powers Agreement for the Bay Area Employee Relations
Service

Bay Area Employee Relations Service Members

- | | |
|--|--|
| 1. Town of Atherton | 20. City of Milpitas |
| 2. City of Belmont | 21. City of Morgan Hill |
| 3. Belmont – San Carlos Fire
Department | 22. City of Mountain View |
| 4. City of Burlingame | 23. City of Pacifica |
| 5. City of Campbell | 24. City of Palo Alto |
| 6. City of Cupertino | 25. City of Pleasanton |
| 7. City of Daly City | 26. City of Redwood City |
| 8. East Bay Regional Park District | 27. City of San Carlos |
| 9. East Palo Alto (Not Reported) | 28. City of San Mateo |
| 10. City of Foster City | 29. City of San Rafael |
| 11. City of Fremont | 30. City of Santa Clara |
| 12. Town of Hillsborough | 31. Santa Clara County |
| 13. City of Livermore | 32. Santa Clara County Central Fire
Protection District |
| 14. City of Los Altos | 33. Santa Clara Valley Water District |
| 15. Town of Los Altos Hills | 34. City of Saratoga |
| 16. Town of Los Gatos | 35. City of South San Francisco |
| 17. City of Menlo Park | 36. City of Sunnyvale |
| 18. Menlo Park Fire Protection District | 37. West Valley Sanitation District |
| 19. City of Millbrae | |

Cooperating Non Members

1. City of Alameda
2. Alameda County
3. City of Berkeley
4. City of Brisbane
5. City of Concord
6. City of Gilroy
7. City of Hayward
8. City of Napa
9. City of Oakland
10. City of Richmond
11. City of San Bruno
12. City of San Jose
13. City of San Leandro
14. San Mateo County
15. City of Union City
16. City of Vallejo
17. City of Walnut Creek
18. Town of Woodside

JOINT POWERS AGREEMENT FOR THE BAY AREA EMPLOYEE RELATIONS SERVICE

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**JOINT POWERS AGREEMENT FOR
THE BAY AREA EMPLOYEE RELATIONS SERVICE**

This agreement is made and entered into on January 1, 2004, by and among the public entities organized and existing under the Constitution or laws of the State of California, hereinafter collectively referred to as "Members" or "Parties" and individually as "Member", which are parties signing this Agreement.

RECITALS

Whereas, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

Whereas, the parties are public agencies as that term is defined in California Government Code Section 6500 dealing with Joint Powers Agreements; and

Whereas, each of the parties to this Agreement are actively involved in employee relations; and

Whereas, the parties have common powers and authority to collect, refine, analyze and use information, research and assistance in their respective employee relations; and

Whereas, each of the parties to this Agreement desires to join together with the other parties for the purpose of consolidating confidential information, research, and assistance functions and services in preparation for and use for labor negotiations and other authorized uses, in order to realize economic and operational efficiencies.

Whereas, the name of the Intergovernmental Employee Relations Service has been changed to Bay Area Employee Relations Service to reflect the expanded membership base of the nine bay area counties,

Now, therefore, for and in consideration of all the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1-DEFINITIONS

The following definitions shall apply to the provisions of this Agreement:

- (a) Agreement shall mean the Joint Powers Agreement for the Bay Area Employee Relations Service.
- (b) BAERS shall mean the Bay Area Employee Relations Service.
- (c) Board of Directors or Board shall mean the governing body of the Bay Area Employee Relations Service.
- (d) County shall mean the County of Santa Clara.
- (e) Management Committee shall mean the Management Committee of the Bay Area Employee Relations Service Board of Directors.

ARTICLE 2-PURPOSES

This Agreement is entered into by the Members pursuant to the provisions of the California Government Code Section 6500 et seq. in order to consolidate information, research and assistance functions and services in preparation for and use for labor negotiations that are necessary and relevant to the operation of the respective employee relations of the parties. By this Agreement, the parties do not create an agency or entity separate from the parties themselves

The method of implementing these purposes and executing these powers is to provide employee relations services in accordance with the terms and conditions hereof through the staff and facilities of the County of Santa Clara.

ARTICLE 3-PARTIES TO THE AGREEMENT

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 17. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Article 19 and 20, shall not affect this Agreement nor the intent to contract as described above with the other parties to the Agreement then remaining.

**ARTICLE 4- POWERS OF THE BAY AREA EMPLOYEE RELATIONS
SERVICE**

BAERS shall have the powers common to its Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (a) To provide for the delivery of employee relations services through County employees and at facilities of the County;
- (b) To incur debts, liabilities or obligations in accordance with a duly approved budget;
- (c) To levy and collect fees and charges, including administrative and operating costs, as provided by this Agreement or by law;
- (d) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise as authorized by law.

**ARTICLE 5- METHOD BY WHICH THE PURPOSE OF THE AGREEMENT
WILL BE ACCOMPLISHED**

BAERS shall provide for the delivery of employee relations services using employees of the County and at facilities of the County.

ARTICLE 6- BOARD OF DIRECTORS

BAERS shall be governed by the Board of Directors which is hereby established and which shall be comprised of one representative from each Member. Each Member shall have one (1) vote. Each Member shall also designate an alternate who shall serve in the absence of its regular representative. The alternate shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the regular member for whom he or she is an alternate is absent from said meeting.

ARTICLE 7- POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) To establish priorities in the performance of services.

- (b) To approve and adopt the annual fiscal year operating budget (July 1 through June 30) of BAERS.
- (c) To receive and review periodic accountings of all funds under Article 13 and 14 of this Agreement.
- (d) To have the power to conduct on behalf of BAERS all business of BAERS.
- (e) To elect from its Members pursuant to Article 9 of this Agreement, a Management Committee to which it may delegate authority to make and implement any decision that the Board is authorized to make under this Agreement, except the following:
 - 1. Action that would require an amendment to this Agreement, under Article 25 herein;
 - 2. Change in the fee schedule;
 - 3. Action that would financially obligate the parties in any way, except as set forth in Article 10;
 - 4. Selection of the President, Vice-President and members of such Management Committee.
- (f) To review all acts of the Management Committee, and shall have the power to modify and/or override any decision or action of the Management Committee upon a majority vote of a quorum of the Board of Directors, unless this would interfere with a legal obligation made by the Management Committee and result in BAERS liability.
- (g) To adopt Bylaws for the conduct of its business consistent with this agreement and with all applicable laws.
- (h) To have such other powers and functions as provided by this Agreement.

ARTICLE 8-MEETING OF THE BOARD OF DIRECTORS

- (a) **Meetings.** The Board of Directors shall establish its regular meetings. It shall hold at least two regular meetings annually, at a time and place determined by the Management Committee. The Board may hold special meetings as required.

- (b) **Minutes.** BAERS shall keep minutes of regular and special meetings of the Board of Directors and shall as soon as possible after each meeting, forward a copy of the minutes to each member of the Board.
- (c) **Quorum.** A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. A vote of the majority of those members present at a meeting shall be sufficient to constitute action by the Board of Directors.
- (d) **Compliance with the Brown Act.** All meetings of the Board of Directors, including regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq.

ARTICLE 9-MANAGEMENT COMMITTEE

- (a) There shall be a Management Committee of the Board of Directors, which shall consist of seven (7) members, one of which shall be the County. Two of the members of the Management Committee shall be the President and Vice-President. The other members of the Management Committee shall be elected by the Board of Directors pursuant to the conditions and terms provided in the Bylaws. The President of the Board of Directors, or the Vice-President in his or her absence, shall also serve as the President of the Management Committee.
- (b) **Compliance with the Brown Act.** All meetings of the Management Committee, including regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq.

ARTICLE 10-POWERS OF THE MANAGEMENT COMMITTEE

The Management Committee of the Board of Directors shall have the following powers:

- (a) To prepare the operating budget of BAERS for each fiscal year, subject to review, modification and approval by the Board of Directors, as provided for in Article 8.
- (b) To receive and act upon reports of any sub- committee established by the Board of Directors.
- (c) To create Bylaws as necessary.

- (d) To review new members for acceptance or rejection.
- (e) To solicit performance feedback of BAERS on a regular basis and provide the information to the County.
- (f) In conjunction with a representative of the County, to establish annual performance objectives for the Director, Bay Area Employee Relations Service. The Management Committee shall annually evaluate the performance of the Director, Bay Area Employee Relations Service against the performance objectives established. The County shall consider Management Committee input in the formal County performance evaluation of the Director, Bay Area Employee Relations Service.
- (g) In the event the position of Director, Bay Area Employee Relations Service becomes vacant, the Management Committee and the County shall jointly participate in the recruitment and selection process of a new Director. The Management Committee shall make a hiring recommendation to the County, which has the sole authority to select the new Director, Bay Area Employee Relations Service.
- (h) Have such other powers and functions as are provided for in this Agreement or as delegated by the Board of Directors.

ARTICLE 11-MEETINGS OF THE MANAGEMENT COMMITTEE

The meetings of the Management Committee shall be held at least twice a year at a time and date set by the President.

ARTICLE 12-OFFICERS OF BAERS

- (a) **President.** The Board of Directors shall elect a President, to hold office for a one-year term, except as hereinafter provided and until a successor is elected. In the event the President ceases to be a member of the Board of Directors, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. Should the Vice President not be available, the Management Committee shall name an Acting President who shall serve until the next regular Board meeting. The President serves at the pleasure of the Board,

and receives no compensation for these services. Reasonable expenses incurred on the Board's behalf are reimbursable.

- (b) **Vice President.** The Board of Directors shall elect a Vice President, to hold office for a one-year term, except as hereinafter provided and until a successor is elected. In the event the Vice President so elected ceases to be a member of the Board of Directors, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs. In the absence or inability of the President to act, the Vice-President shall act as President. The Vice President serves at the pleasure of the Board, and receives no compensation for service. Reasonable expenses incurred on the Board's behalf are reimbursable.
- (c) **Other.** The Board of Directors may create other offices as needed

ARTICLE 13-ACCOUNTS AND RECORDS

- (a) **Annual Budget.** The Board of Directors of BAERS shall adopt an annual operating budget pursuant to Article 7 of this Agreement.
- (b) **Funds and Accounts.** The County shall establish and maintain such funds and accounts as may be required by good accounting practice and as recommended by the Management Committee. Books and records of BAERS shall be open to inspection, with reasonable notice, by representatives from Member agencies.
- (c) **County's Fiscal Report.** The County, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board of Directors and each Member.
- (d) **Annual Audit.** The County shall provide for an annual audit of the accounts and records of BAERS. The audit shall meet the minimum requirements prescribed by the State Controller for special districts by the California Government Code.

ARTICLE 14-RESPONSIBILITY FOR MONIES

- (a) The County shall have the custody of and disburse BAERS funds according to the policies and directions of the Board of Directors.

- (b) The County shall assume the following duties described in California Government Code Section 6505.5 including:
1. Receive and issue receipts for all money for BAERS and place it in the County treasury in the account of BAERS;
 2. Be responsible for the safekeeping and disbursement of all of BAERS money so held by the County;
 3. Pay any other sums due from BAERS only upon warrants signed by the public officer performing functions of Controller; and
 4. Report in writing, 15 days after the close of each fiscal quarter, to the members the amount of money held for BAERS, the amount of receipts since the last report, and the amount paid out since the last report.

ARTICLE 15-RESPONSIBILITIES OF BAERS

BAERS shall perform the following functions in discharging the responsibilities under this Agreement:

- (a) Develop and maintain a confidential Internet based database containing employee relations data as set forth in the Bylaws for use by Members.
- (b) Perform other special services as requested by individual Members related to collection, refinement and analysis of data, and other such research and assistance functions essential for labor relations as set forth in the Bylaws; and
- (c) Have such other responsibilities as deemed necessary by the Board of Directors or Management Committee in order to carry out the purposes of this Agreement.

ARTICLE 16- RESPONSIBILITIES OF THE MEMBERS

- (a) Responsibilities. Each Member shall have the following responsibilities:
 1. To appoint a representative and an alternative representative with knowledge of the Member's labor relations to the Board of Directors, pursuant to Article 6 of this Agreement.

2. Each Member shall appoint an employee to be responsible for responding to requests for information, and to serve as liaison to BAERS.
3. Each Member shall pay all fees in accordance with the fee schedule, adopted annually pursuant to the Bylaws, including fines that may be assessed for not meeting member obligations.
4. Each Member shall provide BAERS with information related to salaries, benefits, labor settlement information as stated in the final Memoranda of Understanding and other data as may be necessary for BAERS to carry out services provided under this Agreement.
5. Each Member shall comply with all bylaws, rules and regulations adopted by the Board of Directors and Management Committee.

- (b) Confidentiality. Each Member shall have access to all data and information collected by BAERS in preparation for and during periods of labor negotiations that are necessary and relevant to the operation of the respective employee relations of the parties. Each Member agrees to treat such information in confidence and for use only for the purposes contemplated in the Agreement. A Member shall not release any of the information to any entity or other party except in the course of labor negotiations or as consented to by the County. This shall not preclude a Member from such limited reproduction and distribution of such information within its own agency as is necessary for such Member's employee relations activities, nor shall it preclude a Member from using the information for purposes of discussing same with other Members. In the event that a Member receives a California Public Records Act request, subpoena, court order, or other legal document requiring release of the information, or is informed that such document is being requested, the Member shall notify the County in order to permit the County to review the matter and provide a recommendation to insure uniform responses. In its discretion, the County may seek a protective order or other similar order. Members shall be responsible for maintaining effective procedures and controls in respect to web site password security.

The Board may authorize BAERS to release data from the web site or documents in its possession for sale to management officials of non-member public jurisdictions with the understanding that the Liability provisions in Article 18 shall apply.

ARTICLE 17-NEW MEMBERS

With the approval of the Management Committee, new members may be added to BAERS. Approval for new members shall be in accordance with the following procedure:

- (a) A public agency shall submit a letter of intent and application to the County;
- (b) The Management Committee shall review the application to determine compatibility with the scope and purpose of BAERS.

Members entering under this Article shall become a party to this Joint Powers Agreement and shall execute such documents as necessary, which shall be appended to this Agreement.

ARTICLE 18-LIABILITY

Each party to this JPA Agreement assumes all risks associated with the use of services provided by the County under Paragraph 2 of the Agreement, and will indemnify, hold harmless and defend the County and all other parties to this Agreement from all claims for money or damages arising from alleged errors or omissions of the County.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and each Member of this Joint Powers Agreement agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with the use by a party of any services or data provided under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of the use by a party of any services or data provided under this Agreement.

ARTICLE 19-WITHDRAWAL

A Member of BAERS may not withdraw as a party to this Agreement and as a member of the BAERS for a one-year period commencing with the effective date of its participation in BAERS. Following the one-year irrevocable commitment to the BAERS, a Member may withdraw only at the end of the fiscal year, provided it has given BAERS at least three months written notice of its intent to withdraw from this Agreement.

ARTICLE 20- EFFECT OF WITHDRAWAL

The withdrawal of any Member from this Agreement shall not terminate this Agreement and no Member by withdrawing shall be entitled to payment or return of any deposits, any consideration of property paid, or donated by the Member to BAERS, or to any distribution of assets.

ARTICLE 21-CANCELLATION

BAERS shall have the right to cancel any Member's participation in BAERS for non-compliance with the terms of the JPA upon a three- fourths vote of the entire Board of Directors in a regular or special meeting of BAERS where a quorum is present, and with at least 30 days written notice to the Member. Any Member so canceled shall, on the effective date of the cancellation, be treated the same as if the Member had voluntarily withdrawn from BAERS and may be subject to a prorated fee.

ARTICLE 22-TERMINATION AND DISTRIBUTION

- (a) This Agreement may be terminated with
 1. The written termination request of three-fourths of the Members, tendered at least six months prior to the end of the fiscal year; or
 2. The written termination request of the County, tendered at least six months prior to the end of the fiscal year, and,
- (b) In the event that this Agreement is terminated in accordance with Section (a) of this Article, BAERS shall continue to exist for the purpose of

disposing of any claims, distribution of assets and all other functions necessary to terminate the affairs of BAERS.

- (c) Upon termination of this Agreement, all property of the BAERS shall become the property of the County, under the following terms:

1. Each Member shall be entitled to an electronic copy of the web-based data created for BAERS.
2. Funds of BAERS shall be distributed among the Members in accordance with and proportional to their base annual fee, as defined in the Fee Schedule.

- (d) The Management Committee is vested with all powers of BAERS for the purpose of dissolving the business affairs of BAERS. The decisions of the Management Committee under this article shall be final.

ARTICLE 23-PROVISION FOR BYLAWS AND MANUAL

The Board shall cause to be developed Authority Bylaws to govern the operations of BAERS. Each Member shall have electronic access to any Bylaws developed under this Article.

ARTICLE 24-NOTICES

Notices to Members hereunder shall be sufficient if delivered to the administrative office of the respective Member via first class mail, facsimile or electronic mail with receipt confirmation.

ARTICLE 25-AMENDMENT

This Agreement may be amended at any time by a two-thirds vote of the full membership of the Board of Directors, with the exception of an amendment to Article 22, which shall require a three-fourths vote of the entire Board of Directors.

Signatures shall not be required on any such amendment by those Members, if any, whose Director did not approve the amendment; however, such Members shall nonetheless be bound by the amendment as if it were approved by all Members.

ARTICLE 26-SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

ARTICLE 27-ARTICLE HEADINGS

All section headings contained in this Agreement are for convenience and reference only.

ARTICLE 28-TERM OF AGREEMENT

This Agreement is effective on January 1, 2004 and shall continue until and unless terminated as provided in Article 22.

ARTICLE 29-FULL AGREEMENT

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below:

Agency: _____

By: _____

Title: _____

Date: _____

Approved as to form and legality:

By: _____

Title: _____

Date: _____

BAERS AGREEMENT

9/12/03

Pursuant to actions by the County of Santa Clara Board of Supervisors on June 8, 2004, approving the foregoing agreement with local agencies for continuing participation in the Bay Area Employee Relations Service and authorizing the County Executive to execute BAERS Joint Powers Agreements, the following confirms execution of said Agreement between _____ and the County of Santa Clara.
[Agency Name]

By: _____**Title:** _____**Date:** _____**Approved as to form and legality:****By:** _____**Title:** _____**Date:** _____

BAERSAGREEMENT91203

BAY AREA EMPLOYEE RELATIONS SERVICE BYLAWS

These bylaws are adopted pursuant to Article 23 of the Joint Powers agreement for the Bay Area Employee Relations Service. Unless otherwise specified, the definitions of terms in that Agreement shall also apply to these bylaws.

1. BOARD OF DIRECTORS MEETINGS

The two regular meetings of the Board of Directors required in Article 8 of the Agreement shall, unless otherwise determined by the Management Committee, be scheduled in February and September of each year.

During the first meeting of the year, the Board shall elect officers for the following fiscal year and develop a budget and fee structure to be considered as early as possible in the budget process for the next fiscal year.

During the second meeting of the year, the Board may consider adjustments to budget and fees that may be necessary.

Either of these meetings, or any special meeting that may be called, may also include activities intended to define or address member needs.

2. MANAGEMENT COMMITTEE ELECTIONS AND VACANCIES

As provided in Article 9 of the Joint Powers Agreement, the Management Committee of the Board of Directors consists of seven (7) members, one of which is from the County and two of which are the President and Vice-President of the Board, who also serve as the President and Vice-President of the Committee respectively.

Each of the other four members of the Management Committee shall be elected by majority vote of a quorum of the Board of Directors.

3. MEMBER REPRESENTATIVES AND LIAISON

Pursuant to Article 16 of the Agreement, Members will supply BAERS with the names of representatives, alternates and a BAERS liaison annually and upon departure of representatives from employment with the Member.

4. AMENDMENTS

Amendments to the Agreement: BAERS shall maintain copies of Amendments to the JPA Agreement that are enacted pursuant to Article 25. A copy of each amendment shall be provided to each Member.

Amendments to these bylaws: These bylaws may be amended by a two-thirds vote of a quorum of the Board of Directors. An updated copy of bylaws shall be provided to each member

CITY OF ALAMEDA

MEMORANDUM

Date: April 17, 2007

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Award a Contract in the Amount of \$857,200, Including Contingencies, to Golden Bay Construction, Inc., for Repair of Portland Cement Concrete Sidewalk, Curb, Gutter, Driveway, and Minor Street Patching, Fiscal Year 2006-2007, Phase 8, No. P.W. 08-06-18

BACKGROUND

On February 6, 2007, the City Council adopted plans and specifications and authorized a call for bids for the Repair of Portland Cement Concrete Sidewalk, Curb, Gutter, Driveway and Minor Street Patching, Fiscal Year 2006-2007, Phase 8, No. P.W. 08-06-18. The project consists of repairing approximately 10,000 linear feet of sidewalk in accordance with the parameters identified in the Comprehensive Sidewalk Repair Program approved by Council on February 6, 2007.

DISCUSSION

To solicit the maximum number of bids and the most competitive price, specifications were provided to 18 separate building exchanges throughout the Bay Area. In addition, a notice of bid was published in the *Alameda Journal*. Bids were opened on March 15, 2007. Three contractors submitted bids. The list of bidders from lowest to highest for total project cost is as follows:

Bidder	Location	Bid Amount
Golden Bay Construction, Inc.	Hayward, CA	\$714,325.00
SpnCon Construction, Inc.	Foster City, CA	\$807,120.00
Sposeto Engineering, Inc.	Union City, CA	\$964,380.00

Staff recommends awarding a contract to Golden Bay Construction, Inc., for a total amount of \$857,200, including contingencies. The engineer's estimate for the project is \$984,580. A copy of the contract is on file in the City Clerk's office.

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BUDGET CONSIDERATION/FINANCIAL IMPACT

The project is budgeted as CIP# 82-02, with funds available from Measure B and the General Fund.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

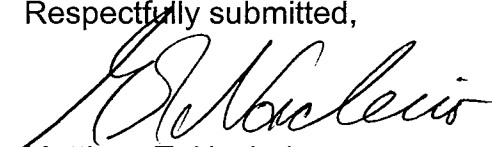
ENVIRONMENTAL REVIEW

In accordance with the California Environmental Quality Act (CEQA), this project is Categorically Exempt under CEQA Guidelines Section 15301(c) – Existing Facilities.

RECOMMENDATION

Award a contract in the amount of \$857,200, including contingencies, to Golden Bay Construction, Inc., for repair of Portland cement concrete sidewalk, curb, gutter, driveway and minor street patching, fiscal year 2006-2007, phase 8, No. P.W. 08-06-18.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by:



CW Chung
Associate Civil Engineer

MTN:CWC:gc

cc: Watchdog Committee

CITY OF ALAMEDA

MEMORANDUM

Date: April 17, 2007

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Accept the Work of Ransome Company for Site Improvements and Designed Mobile Systems Industries, Inc., for Modular Building and Foundation Improvements Associated with New Modular Building (Washington Park Community Center and Foundation) at Upper Washington Park, No. P.W. 05-06-17

BACKGROUND

On June 20, 2006, the City Council adopted plans and specifications and authorized a call for bids for the New Modular Building (Washington Park Community Center and Foundation) at Upper Washington Park, No. P.W. 05-06-17. Although two bids were received, they exceeded the engineer's estimate and the Proposition 12 funding amount. On September 5, 2006, the City Council rejected all bids and authorized the City Manager to begin open market negotiations. Staff determined that the most competitive price could be obtained by separating the site improvements from the modular building and foundation construction. On November 20, 2006, the City awarded contracts in the amount of \$74,250, including contingencies, to Ransome Company for the site improvements and \$408,892, including contingencies, to Designed Mobile System Industries, Inc., for the modular building and foundation improvements.

DISCUSSION

The project has been completed in accordance with the plans and specifications and is acceptable to the Public Works Department. The Planning Board requirements for corner edging on the building's exterior walls and additional trim enhancements on the windows and door have also been provided. The final project cost is \$61,020 for Ransome Company and \$365,720 for Designed Mobile Systems, Inc.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funding for the project is budgeted under CIP# 02-11 with \$435,467 in Proposition 12 revenues and a reallocation of State grant revenues from Proposition 40 funding.

City Council
Agenda Item #4-F
04-17-07

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

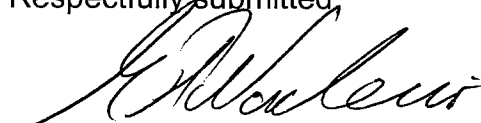
ENVIRONMENTAL COMPLIANCE

In accordance with the California Environmental Quality Act (CEQA), this project is Categorically Exempt under CEQA Guidelines, Section 15303(c) – New Construction or Conversion of Small Structures.

RECOMMENDATION

Accept the Work of Ransome Company for site improvements and Designed Mobile Systems Industries, Inc., for modular building and foundation improvements associated with New Modular Building (Washington Park Community Center and Foundation) at Upper Washington Park, No. P.W. 05-06-17.

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by,



Ed Sommerauer by gc
Associate Civil Engineer

MTN:ES:gc

CITY OF ALAMEDA
Memorandum

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Date: April 17, 2007

Re: Award Five-Year Vehicle Tow Contract to Ken Betts Towing

BACKGROUND

On September 19, 2006, the City Council approved specifications for law enforcement towing services for the Police Department and authorized calling for bids. A Call for Bids was issued on September 30, 2007, and published in the Alameda Journal. In analyzing the bids and developing a recommendation, staff considered such factors as specification compliance, fees, customer convenience, and safety. The prior contract was awarded to Ken Betts Towing on November 27, 2001, and expired on November 27, 2006.

DISCUSSION

The City Clerk received bids from the following companies:

- | | | |
|-------------------------|-----------------------------------|-------------|
| • Palace Garage | 2051 Williams Street | San Leandro |
| • Berry Brothers Towing | 598 55 th Street | Oakland |
| • Ken Betts Towing | 4825 San Leandro Boulevard | Oakland |
| • Micki's Towing | 973 86 th Avenue | Oakland |
| • Ted and Joe's Towing | 1901 Everett Street | Alameda |
| • ACT Towing | 4800 East 12 th Street | Oakland |

Four of these bidders met the minimum specifications (attached), while two did not.

Palace Garage: Palace Garage met the minimum specifications and was the highest bidder, at \$165 for basic tow service. They are located 6.8 miles from City Hall.

Berry Brothers Towing: Berry Brothers Towing met the minimum specifications and was the second highest bidder at \$160 for basic tow service. They are located 7 miles from City Hall.

City Council
Agenda Item #4-G
04-17-07

Ken Betts Towing: Ken Betts Towing met the minimum specifications and was the third highest bidder at \$149 for basic tow service. They are located 1.68 miles from City Hall and are public transit-accessible via A.C. Transit, making their location the closest and most convenient for people who must retrieve towed vehicles. Ken Betts Towing has been the Police Department's tow contractor for the past two contract periods and has provided excellent service.

Micki's Towing: Micki's Towing met the minimum specifications and was the fourth highest bidder at \$115 for basic tow service. They are located 4.89 miles from City Hall. Traveling to Micki's storage lot using public transit requires multiple transfers taking both A.C. Transit and BART.

Ted and Joe's Towing: Ted & Joe's Towing did not meet the minimum specifications. They do not have adequate indoor storage for evidentiary vehicles.

ACT Towing: ACT Towing did not meet the minimum specifications. They do not have adequate heavy equipment towing capabilities.

In analyzing the four bids that met the minimum specifications, staff considered the cost of basic tow service, ease of access to the lot, and safety and convenience for those who must retrieve their vehicles. Ken Betts Towing, though not the lowest bidder, is the most convenient for Alameda residents, since it has the closest location and is easily accessed by public transit. They have also provided excellent customer service in the past.

BUDGET CONSIDERATION/FINANCIAL IMPACT

There is no impact on the General Fund. The costs associated with Police Department ordered tows for vehicles abandoned, dismantled, or inoperative on public streets are charged to the registered owner of the vehicle. If not paid, the vehicle has a lien placed against it and is sold by the tow company to cover losses, in compliance with State law. Vehicles abated from private property under A.M.C. 8-22 are by law dismantled and not reconstructed or made operable. The tow company covers the cost of removal from the owner of the parcel of land pursuant to A.M.C. 8-22.15.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

Honorable Mayor and
Councilmembers

April 17, 2007
Page 3 of 3

RECOMMENDATION

Award the five-year contract for police tows to Ken Betts Towing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Walter B. Tibbet".

Walter B. Tibbet
Chief of Police

Attachment

DK/WBT/wjs

SPECIFICATION MSP 9-01-1

SCOPE OF WORK:

Contractor shall provide twenty-four (24) hour tow services, on call as directed by the City of Alameda Police Department.

Contractor shall provide indoor and outdoor secured storage for towed vehicles as explained later in this specification.

Contractor and his/her operators shall fully cooperate with and assist Police Department representatives in removing hazards and/or vehicles as directed by the Police Officer at the scene. The Contractor will assist in obtaining vehicle identification numbers, motor numbers or other identifying information as requested.

QUANTITY OF WORK:

The City makes no guarantee whatsoever, expressed or implied as to the number of tows which the Police Department shall request during the contract period. With the exception of aborted tows and tow services performed on City owned vehicles, the City of Alameda shall not be liable for any charge or charges for towing or any other allied service unless expressly agreed to in written form by the Chief of Police and/or his representative. It being expressly understood and agreed that the Contractor shall make all charges to the owner or owners of the vehicles to which the service is rendered. Towing of City owned vehicles will be at no charge to the City. Service calls such as tire changes, bringing one gallon of fuel for out of gas vehicle, and jumper starts on City owned vehicles outside the normal working hours of the City's Maintenance Service Center shall be a professional courtesy and without charge.

ALTERNATE TOWING COMPANIES:

It is also expressly stated and agreed that this tow contract shall not abrogate in any way the right of the vehicle owner or owners or driver of any vehicle to specify a towing service of any automobile association or motor club of which the vehicle owner or driver is, or is not a member.

ASSIGNABILITY:

Any assignment of this contract without the prior written consent of the City shall be void.

SUBCONTRACTORS:

The Contractor shall perform all functions of this contract award without the use of sub-contractors.

INSPECTIONS:

The City reserves the right to periodically inspect the Contractor's storage facilities and tow vehicles, have vehicles towed and stored by the Contractor at no charge for the purpose of observing the conduct of the Contractor's employees towards the public, and to evaluate procedures to guard against theft or damage to towed vehicles exercised by the Contractor.

CHARGES FOR SERVICES:

Except as herein provided, the Contractor shall not make any other charge unless specifically authorized by the vehicle owner or his/her authorized representative.

In addition, no charge will be made by the Contractor if the vehicle to be towed is removed prior to the arrival of the towing truck.

If, however, the tow truck has arrived, the owner of the vehicle will be subject to a service charge as described under the definition of an "aborted tow" described on page 4, in lieu of the towing charge when the vehicle is not towed to the storage area.

All police initiated tows shall be charged at the basic tow rate as indicated below:

The method for calculating time begins when the driver arrives at the scene and ends when the driver leaves with the towed vehicle.

A. TOWING CHARGES

Rate For Normal Tows:

1. The rate for towing of any vehicles requiring one hour or less from time of arrival of tow truck until tow truck moved with vehicle in tow is \$149.00.
2. The rate for towing services requiring more than one hour at the site of the tow, prorated in 15 minute intervals after the first one hour period is \$37.25.
3. The rate for towing services from within Alameda to a point outside the City of Alameda but within a 10 mile radius of central Alameda (intersection of Central Avenue and Grand Street) and not applicable to Police Tows is \$149.00.
4. The rate for towing services from within Alameda to a point outside the City of Alameda but outside a 10 mile radius of central Alameda (intersection of Central Avenue and Grand Street) and not applicable to Police Tows is \$199.00.

B. RATE FOR HEAVY EQUIPMENT OR COMPLICATED TOWS:

Equipment charges shall be based on the size of equipment required to perform the work. The successful bidder may substitute heavy equipment to perform a normal tow at the normal equipment tow rate.

1. The rate for tows requiring use of a heavy tow truck or more than one tow truck, towing any vehicle requiring one hour or less from time of arrival of tow truck(s) until tow truck(s) move with vehicle in tow is \$199.00.
2. The rate for the above, but for towing services requiring more than one hour at the site of the tow prorated in 15 minute intervals after the first one hour period is \$49.75.
3. The rate for towing services from within Alameda to a point outside the City of Alameda but within a 10 mile radius of central Alameda (intersection of Central Avenue and Grand Street) and not applicable to Police Tows is \$199.00.
4. The rate for towing services from within Alameda to a point outside the City of Alameda but outside a 10 mile radius of central Alameda (intersection of Central Avenue and Grand Street) and not applicable to Police Tows is \$249.00.

C. ABORTED TOWS:

The service charge for an Aborted tow is \$65.00.

D. CITY OWNED VEHICLES:

1. Towing of City owned vehicles will be at no charge to the City.
2. Service calls such as tire changes, bringing one gallon of fuel for out of gas vehicle, and jumper starts on City-owned vehicles outside the normal working hours of the City's Maintenance Service Center shall be a professional courtesy and without charge.

STORAGE CHARGES:

- A. Storage charges for each licensed vehicle shall be \$50.00 for the first twenty-four (24) period with a minimum one day charge. Additional hours beyond 24 hours will be charged at \$10.00 per hour with a maximum of \$50.00 per day.
- B. A gate fee of \$45.00 may be charged for granting access to the storage yard outside of normal working hours (8 AM and 6 PM Monday through Friday, Closed on weekend days) or when access is not incidental to claiming or removing a vehicle.

Access for Police Department representatives will be at no cost.

POLICE TOWS:

A police tow is to be defined as any tow ordered by the City of Alameda Police Department. Tows, however, may include City-owned vehicles as specifically requested.

Police tows will not include the towing of abandoned vehicles unless they pose a problem or danger. If any abandoned vehicle is found to be illegally parked, the Contractor may be directed by the Police Department to move the vehicle into a legally parked position for a later tow by any other firm designated to tow abandoned vehicles. It is not the intent of this contract to include the normal towing of any abandoned vehicle except as otherwise herein provided.

If in the normal performance of services under this contract any vehicle becomes abandoned, the Alameda Police Department shall furnish a low cost vehicle appraiser pursuant to the provisions of the California Vehicle Code and all other legal requirements in order to expedite the removal or disposal of any such described vehicle by the Contractor.

ABORTED TOWS:

An aborted tow is defined as a police tow where a tow truck is dispatched but no tow is made.

In the event that a police tow is dispatched but no tow is made (an Aborted Tow), the Contractor will be allowed to collect a service charge in-lieu of the towing charge from the vehicle owner or owners. If the Contractor is unable to collect the aborted tow service charge from the vehicle owner or owners, the Contractor may submit billing to the City of Alameda, together with assignment to attempt to collect for the charges. Such billing and assignment to the City must be made within a period of One Hundred Eighty (180) days from the date of the aborted tow service, but in any case the Contractor is required to make every effort to collect from the vehicle owner and the billing and assignment to the City will follow only after a minimum of One Hundred Twenty (120) day collection period effort by the Contractor computed from the date of the aborted tow service.

In addition, billing and assignment of attempt to collect to the City will be allowed only after it is shown that the tow truck responded to the original call within the minimum response time as shown in this specification. Where the initial response time is longer than the minimum response time, no billing or assignment to the City will be allowed.

RESPONSE TIME:

Contractor shall dispatch equipment and personnel to arrive at the location prescribed by the Police Department within an average of twenty minutes from receipt of order from the Police Department. Average response time will be measured over a six month period. The Contractor will be evaluated periodically and advised of the results.

STORAGE:

All vehicles which are Police Tows may be stored in an outdoor or indoor facility meeting the following conditions:

- A. Outdoor storage must be fenced and adequately protected from unauthorized entry. The fencing shall provide security and be of a type to provide adequate screening so as not to present an unsightly appearance.
- B. Indoor storage for a minimum of five (5) vehicles must be provided for Police Department evidentiary purposes. This is a Police Storage Area and is not to be considered a public access area.

24 HOUR OPERATION AND PUBLIC ACCESSIBILITY:

Contractor shall be required to have facilities available to the public for removal of towed vehicles on a 24-hour basis and the Contractor shall post all of the following information conspicuously at all office locations open to the public:

- A. Schedule of fees authorized by this contract.
- B. Notice that copies of the contract and specifications are available at the offices of the tow contractor for public inspection by any interested party.
- C. Check cashing and credit card policy of the contractor.
- D. Notice of 24-hour operation, open to the public.

PROTECTION OF VEHICLE CONTENTS:

Contractor will, when assuming custody of a vehicle towed or stored by Police order, inventory the contents of the vehicle including property in all unlocked storage compartments. This inventory will be made jointly by the Contractor's operator and the Police Officer ordering the tow or storage and shall be on forms approved by the Chief of Police and shall, in addition, certify that any seals affixed by the Police Department are intact. Notation will be made of any locked compartment. By signature on this inventory, the Contractor acknowledges acceptance of any and all legal responsibility through the action of his/her employees, or him/herself for the safe and proper tow and storage of the vehicle and for the security of the inventoried personal property.

All vehicles which are ordered held for evidentiary purposes by the Police Department shall be kept in the indoor storage facility until the Police Department has released the evidentiary hold. These vehicles shall be handled by the tow personnel in such manner so as to preserve evidence.

Contractor shall have secure indoor storage space, under lock and key and under 24-hour security for at least five (5) vehicles.

RELEASE OF TOWED VEHICLES:

The Contractor shall have one dedicated telephone number that the public or Police Department may call for information on vehicles towed pursuant to this contract. Contractor's personnel answering such telephones shall be courteous and provide complete information regarding the location of the vehicle and method of obtaining its release, including adequate directions to the location to effect the release, full documentation required, exact charges to be paid and terms of payment. Sufficient telephone lines, equipment and personnel shall be employed to provide public services at all times without unreasonable delay.

The Contractor will follow the guidelines for releasing stored vehicles as stated below:

- A. Claimants shall be required to provide identification and evidence satisfactory to the tow firm representative that they are entitled to receive the vehicle. They must have a copy of a vehicle release from the Alameda Police Department. Legal responsibility for release of the vehicle to a person without such evidence shall fall fully on the Contractor.

When necessary, the Police Department will provide the Contractor with reasonable assistance in verifying vehicle registration information, except those vehicles towed as abandoned during the normal course of performance under this contract.

- B. When the Contractor's representative is satisfied that the requester is entitled to the vehicle, the fees provided in this contract award shall be collected and the requester promptly provided possession of the vehicle. If the vehicle is stored at a location other than the one where the fees are paid, transportation to the vehicle will be provided by the Contractor without any charge and within a reasonable period of time. If transported in a tow truck, Contractor shall take reasonable precautions to avoid any inconvenience and/or soiling of the Claimant's clothing and accessories.
- C. Police Evidence Holds: In the event the towed vehicle has been identified as a Police Evidence Hold, the vehicle cannot be released by the Contractor without written authorization from the Police Department. During the period that the hold is in effect, no charges for storage shall be made to the City or owner of the vehicle for 48 hours. The City will pay storage charges in excess of 48 hours at the rate of \$10.00 per day of storage. After the Evidence Hold is removed, the storage rate will begin at the full rate.

REPAIR OR ALTERATION OF VEHICLES:

Contractor shall not make any repairs or alterations to any vehicle without the express authorization of the registered or legal owner, and the owner's insurance carrier.

Contractor may make only emergency alterations in order to tow the vehicle; however, no charge may be made to the owner of the vehicle.

TWO-WAY RADIO COMMUNICATIONS EQUIPMENT:

Each tow truck shall be equipped with equipment capable of communications between the Contractor's dispatching office and the tow truck.

ERROR OR OMISSIONS:

When any vehicle has been ordered towed by the Police Department and it appears that the tow was in error through a mistake of fact, the Contractor shall release the vehicle to the owner at no cost to the owner. In the event of a clerical error or oversight on the part of the Police Department wherein a vehicle is stored for a period longer than it should have been, the Contractor shall release the vehicle to the owner at no storage cost for such excess storage period.

In the above cases, if the tow or excess storage charges resulted from an error of the Alameda Police through a mistake of fact or a clerical error the Contractor may charge the City at the rate of 50% of the towing and 50% of the storage charges per day of storage beyond the owner's responsibility. Provided, however, that if the circumstances were beyond the control of the Police Department, neither the City nor the vehicle's owner shall be liable for such charges.

The Chief of Police and/or his/her designee shall make the determination as to errors or mistakes of fact and shall notify the Contractor in writing.

ADMINISTRATION OF CONTRACT:

The administration of the contract, after award, is assigned to the Police Department.

Any appeals of decisions made by the Chief of Police may be made to the City Manager of the City of Alameda ten (10) days of the determination by the Chief of Police. Any appeals of decisions made after this ten (10) day period shall be deemed null and void. Any decision by the City Manager for the City of Alameda shall be final and without further appeal.

CITY OF ALAMEDA
MEMORANDUM

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Date: April 17, 2007

Re: Approve Second Amendment to Keyser Marston Associates Inc. Contract to
Increase the Contract Amount by \$25,000

BACKGROUND

On February 21, 2004, the City, Ballena Isle Marina, and Mission Valley Properties entered into a two-year Exclusive Negotiation Agreement which provided for the Marina and the developer to reimburse the City for its staff and out-of-pocket costs during negotiation of an Amendment to the Ballena Isle Marina Ground Lease.

DISCUSSION

A contract with Keyser Marston Associates (KMA) was entered into on March 1, 2004, for \$45,000 for consultant services to assist with negotiations. The KMA contract was amended in January 2006 to increase the amount by \$25,000, for a total of \$70,000, and to extend the term to March 2007. Although negotiations are nearly complete, the contract with KMA has been depleted; therefore, the developer has deposited additional funds towards the Marina Amendment negotiations and a second amendment to the KMA contract has been drafted to increase the contact amount by \$25,000, for a total of \$95,000.

BUDGET CONSIDERATION/FINANCIAL IMPACT

There is no impact to the General Fund. The Ballena Isle Marina operator has deposited funds for pay for this increase in the contract price.

RECOMMENDATION

Approve the second amendment to the KMA contract to increase the contract amount by \$25,000.

City Council
Agenda Item #4-H
04-17-07

Respectfully submitted,



Leslie A. Little
Development Services Director



By: Dorene E. Soto
Manager, Business Development Division

DK/LAL/DES:rv

cc: Bob Wetmore, Keyser Marston Associates Inc.

CITY OF ALAMEDA
MEMORANDUM

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Date: April 17, 2007

Re: Reject the Sole Bid and Adopt a Resolution Authorizing Open Market
Purchase Pursuant to Section 3-15 of the Alameda City Charter for the
Bayport Community Building, and Authorizing the City Manager to Enter Into
Such an Agreement (Requires Four Affirmative Votes)

BACKGROUND

On January 17, 2006, the City Council authorized the solicitation of bids for Bayport Alameda Community Building and Park Project No. 83140100. In order to allow schedule and development flexibility and to ensure that the park grounds would be completed and available for school use in fall 2006, the base bid for the project was modified so that the community building component of the project became an additive alternate.

Additive Alternate Bid

Each of the three contractors that responded to the original solicitation for construction of the park submitted an additive alternate bid component for the community building, which ranged from \$753,000 to \$1,059,390. Following a bid protest on the park base bid on April 4, 2006, the City Council authorized staff to separately re-bid both components of the park and community building project.

Re-bid

Solicitation for the re-bid of the community building began on April 5, 2006, and was advertised for a 30-day period. To solicit the maximum number of bids, specifications were provided to 18 separate Building Exchanges throughout the Bay Area (Building Exchanges provide construction reporting, online databases, education, resources and other services for the construction industry). In addition, a notice of bid was published in the *Alameda Journal*, and a link to *ebidboard.com* through the City's website was established.

A total of six contractors attended the mandatory pre-bid meeting, which was held on April 13, 2006, with a bid due date of May 4, 2006. Chapot Construction Company of Alameda was the sole bidder on the community building project. Chapot's bid, in the amount of \$839,000, was approximately \$200,000 over the construction cost estimate of \$600,000. As a result, the City Council authorized the rejection of the bid on June 20, 2006.

City Council
Report Re:
Agenda Item #4-I
04-17-07

Second Re-bid

Following substantial completion of the Bayport Park, solicitation for the second re-bid of the community building began on January 16, 2007 and was advertised for a 30-day period. In order to generate a maximum number of bids, the same solicitation procedures were followed as for the original bid process. During the mandatory pre-bid meeting, which was held on January 25, 2007, a total of twelve contractors were present. Bids were due on February 20, 2007. Staff expected four to five bidders to submit bids. However, M.A. Davies Builders, Inc., was the sole bidder. M.A. Davies' bid in the amount of \$1,616,000 was approximately \$1,000,000 over the construction cost estimate of \$600,000. Because M.A. Davies was the sole bidder, staff made an attempt to negotiate with M.A. Davies. M.A. Davies made an initial adjustment by reducing its bid by approximately \$300,000 and stated that they might be able come down an additional \$300,000 with further review. Even with the adjustments M.A. Davies was willing to consider, the reduced bid amount would still have been \$400,000 to \$700,000 over the construction cost estimate and Project budget.

DISCUSSION

The base bid for the community building included an allowance for permits and the construction of a 1,700 square foot multipurpose building with a post tension slab, wood frame, stucco exterior, fixtures, appliances, and landscaping. The bids received from the last two rounds of bidding ranged between \$500 and \$940 per square foot for construction costs.

For purposes of comparison, the construction cost estimate was approximately \$350 per square foot and actual unit construction costs for the adjoining new K-8 school averaged approximately \$380 per square foot based on approximately 50,000 square feet of similar construction. For additional comparison, a 1,900 square foot modular community building was constructed at Washington Park for a total cost of approximately \$275 per square foot. Possible reasons that bids received during the past two solicitations have exceeded the construction estimate include bidding the project just prior to the start of a busy construction season, increases in material costs, and smaller building square footage resulting in higher, less efficient mobilization costs.

As a result of these circumstances, staff recommends rejecting the sole bid and substituting new construction with the acquisition of a modular building. In order to accommodate the budget, timing, space, and program needs, staff recommends that the City Council, by four affirmative votes, authorize an open market purchase of a prefabricated, modular building. This open market purchase will allow the City Manager to enter into an agreement to purchase a modular building and have it installed on site. This approach would facilitate the acquisition and installation of a building similar to the original design to be completed prior to the end of the year for a cost within the original Project budget.

ENVIRONMENTAL REVIEW

The community building, which is a component of the new four-acre park and school, was included in the original environmental review for the Catellus Mixed-Use Project and is

in compliance with the approved Catellus Alameda Project Master Plan and Site-wide Landscape Development Plan. Therefore, no additional CEQA review is required.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Pursuant to the City's Fiscal Neutrality Policy, this project will not have any fiscal impact on the City's General Fund. Funding for the project is generated from the Bayport Project.

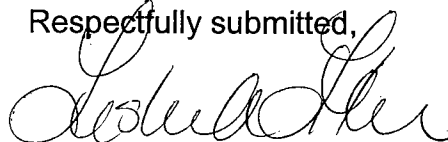
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

The requested actions will not affect the Municipal Code.

RECOMMENDATION

Reject the sole bid and adopt a resolution authorizing an open market purchase pursuant to Section 3-15 of the Alameda City Charter for the Bayport Community Building, and authorize the City Manager to enter into such an Agreement (Requires four affirmative votes).

Respectfully submitted,



Leslie A. Little
Development Services Director



By: Douglas H. Cole
Redevelopment Manager

LAL\DC: dc

CITY OF ALAMEDA RESOLUTION NO. _____

AUTHORIZING OPEN MARKET NEGOTIATION OF CONTRACT PURSUANT TO SECTION 3-15 OF THE ALAMEDA CITY CHARTER AND PURCHASE OF A MODULAR RECREATIONAL BUILDING AND SITE IMPROVEMENTS AT BAYPORT, PROJECT NO. 83140100, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO SUCH AN AGREEMENT (REQUIRES FOUR AFFIRMATIVE VOTES)

WHEREAS, on January 4, 2006, City Council approved Agreement between the Alameda Unified School District and the City of Alameda for Use and Development of Real Property at the Ruby Bridges K-8 School and Park site in the Bayport Residential Development Project; and

WHEREAS, on January 17, 2006, City Council authorized a call for bids for the Bayport Park and Community Building Project No. 83140100 with modification of the base bid to include the community building component as an additive alternate; and

WHEREAS, on March 9, 2006, bids were opened and all three additive alternate component bids to construct the community building exceeded the engineers estimate of \$600,000; and

WHEREAS, following a bid protest on the park base bid on April 4, 2006, City Council authorized re-bidding both components of the park and community building as separate project; and

WHEREAS, on April 5, 2006, a call for bids for the community building was properly advertised, and a mandatory pre-bid meeting held on April 13, 2006, with a sole bid received on May 4, 2006, and

WHEREAS, the sole bid exceeded the \$600,000 engineer's estimate by approximately \$240,000, the bid was rejected by City Council on June 20, 2006 with authorization to re-bid the community building following substantial completion of the park component of the project; and

WHEREAS, on January 16, 2007, a second call for bids for the community building was properly advertised, mandatory pre-bid meeting held on January 25, 2007, and another sole bid received on February 20, 2007, and

WHEREAS, this new sole bid also exceeded the \$600,000 engineer's estimate by approximately \$1,000,000; and

WHEREAS, Bayport project revenues in the amount of \$600,000 are budgeted and will only be available to fund construction of the community building until December 2007(the estimated date of completion and closeout of

Approved as to Form


City Attorney

the CIC's project obligations under the existing DDA which governs the Bayport Residential Development project); and

WHEREAS, a reduction in the scope of work and open market negotiations with a contractor that will provide a modular building is required to avoid a delay in project completion and utilization of Bayport project revenues in a timely manner; and

WHEREAS, Section 3-15 of the City Charter provides that the City Council, by four affirmative votes, can authorize an open market negotiation if it determines that great necessity or emergency requires immediate action; and

WHEREAS, because any further delay will likely cost the City both by the loss of funding and further expenses related to the process of re-bidding without the guarantee that the project will be within the budget appropriated,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alameda finds that great necessity requires that immediate action be taken negotiate the contract for the modular community building and related site improvements at Bayport.

BE IT FURTHER RESOLVED by the City Council of the City of Alameda, pursuant to Section 3-15 of the City Charter, and by four affirmative votes, the City Manager, in cooperation with the Development Services and Recreation and Parks Departments, is hereby authorized to enter into open negotiations of contract for the modular community building and related site improvements at Bayport, Project No. 83140100, and authorizing the City Manager to enter into such an agreement for a not to exceed amount of \$600,000, including a 10% Contingency.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in regular meeting assembled on the _____ day of _____, 2007, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this _____ day of _____ 2007.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA MEMORANDUM

Date: April 17, 2007

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Re: Adopt a Resolution Ordering Vacation of a Portion of a 10-Foot Wide Power Easement, and Recordation of Quitclaim Deed within Parcel 2, Parcel Map 2542 (Alameda Towne Centre)

BACKGROUND

On October 2, 1979, South Shore Center (now Alameda Towne Centre) granted a 10-foot wide power easement to the City of Alameda for the installation of utilities, including electrical distribution lines. The recent tenant improvements for the Alameda Towne Centre development removed portions of the existing electrical distribution lines. A new easement is not required.

DISCUSSION

Harsch Investment Realty, LLC, has provided the legal description (Exhibit A) and plat map (Exhibit B) for the vacation of the existing easement. AP&T and Public Works Department staff reviewed and are in agreement with the proposed easement vacation. The Quitclaim Deed is on file in the City Clerk's Office.

BUDGET CONSIDERATION/FINANCIAL IMPACT

There is no financial impact to the City as a result of vacating the subject easement. The developer paid all costs associated with the requested vacation and removal of existing electrical distribution lines.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

**City Council
Report Re:
Agenda Item #4-J
04-17-07**

Honorable Mayor and
Councilmembers

Page 2
April 17, 2007

RECOMMENDATION

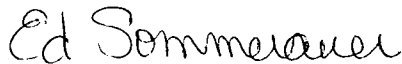
Adopt a resolution ordering vacation of a portion of a 10-foot wide power easement, and recordation of Quitclaim Deed within Parcel 2, Parcel Map 2542 (Alameda Towne Centre).

Respectfully submitted,



Matthew T. Naclerio
Public Works Director

Prepared by:



Ed Sommerauer by gc
Associate Civil Engineer

MTN:ES:gc

Exhibits

EXHIBIT A

Parcel 1

Real property in the City of Alameda, County of Alameda, State of California, described as follows:

Being a portion of Parcel 2 as shown on Sheet 2 of Parcel Map No. 2542, a map of which was filed June 8, 1978, in Map Book 102 at Pages 51 and 52 in the office of the County Recorder, Alameda County, California, more particularly described as follows:

A strip of land 10 feet wide, the centerline of which is described as follows:

Beginning at the southeasterly terminus of a 10' Wide Power Easement centerline segment having a bearing of North 55° 13' 19" West and a length of 220.00 feet as described in Parcel B of the Grant of Easement, which was filed October 2, 1979 as Series No. 79-196972 in the Office of the County Recorder, Alameda County, California;

Thence leaving said centerline segment South 34° 46' 41" West a distance of 158.90 feet to a point on a centerline segment of said Power Easement, said point being the True Point of Beginning;

Thence along said centerline segment, South 34° 46' 41" West a distance of 114.10 feet to a point being the terminus of this description.



Brio Engineering Associates, INC.
2858 Stevens Creek Blvd., Suite 208
San Jose, CA 95128

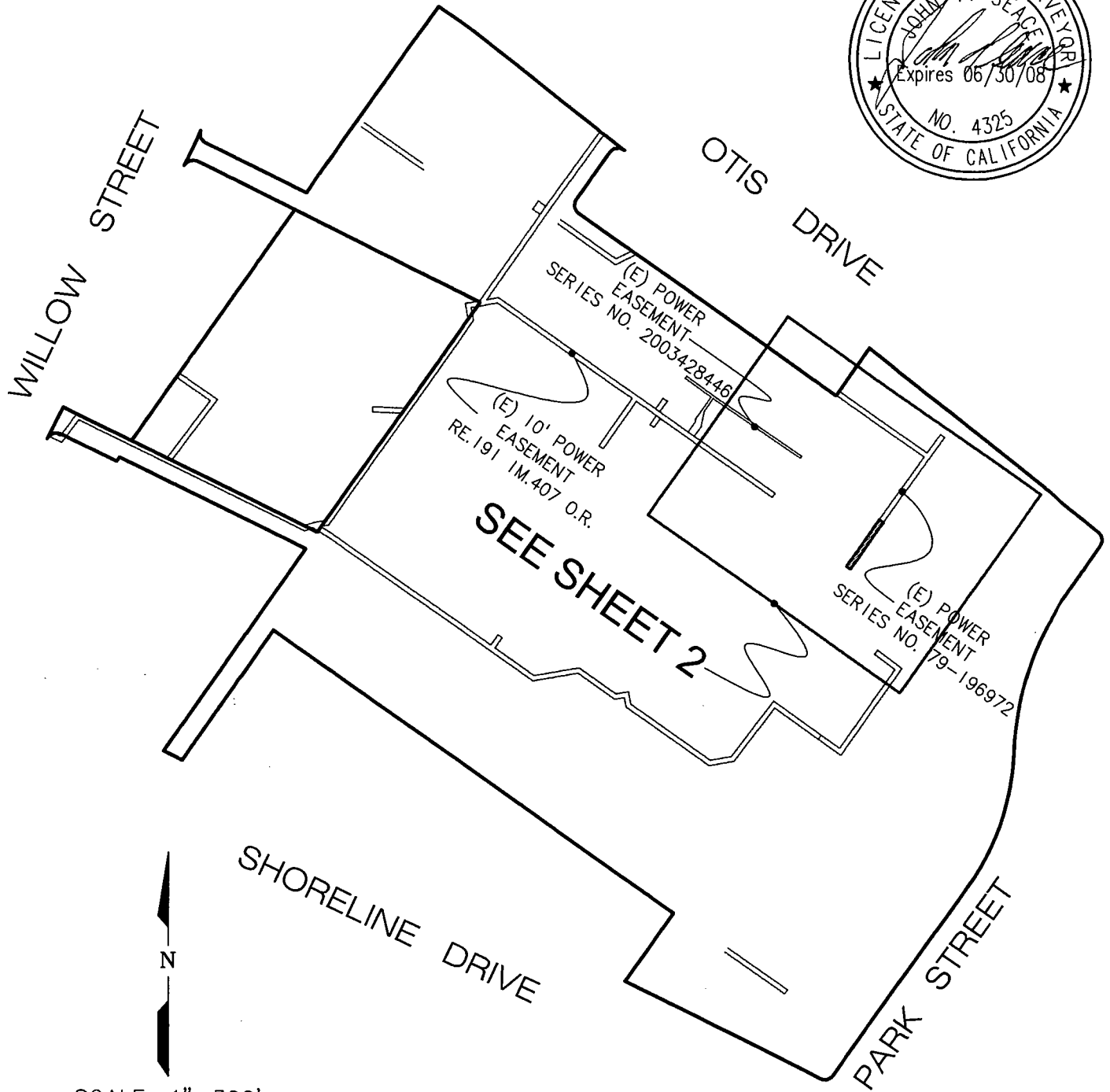


EXHIBIT "B"

PLAT TO ACCOMPANY A DESCRIPTION

AP&T EASEMENT QUITCLAIM
CITY OF ALAMEDA

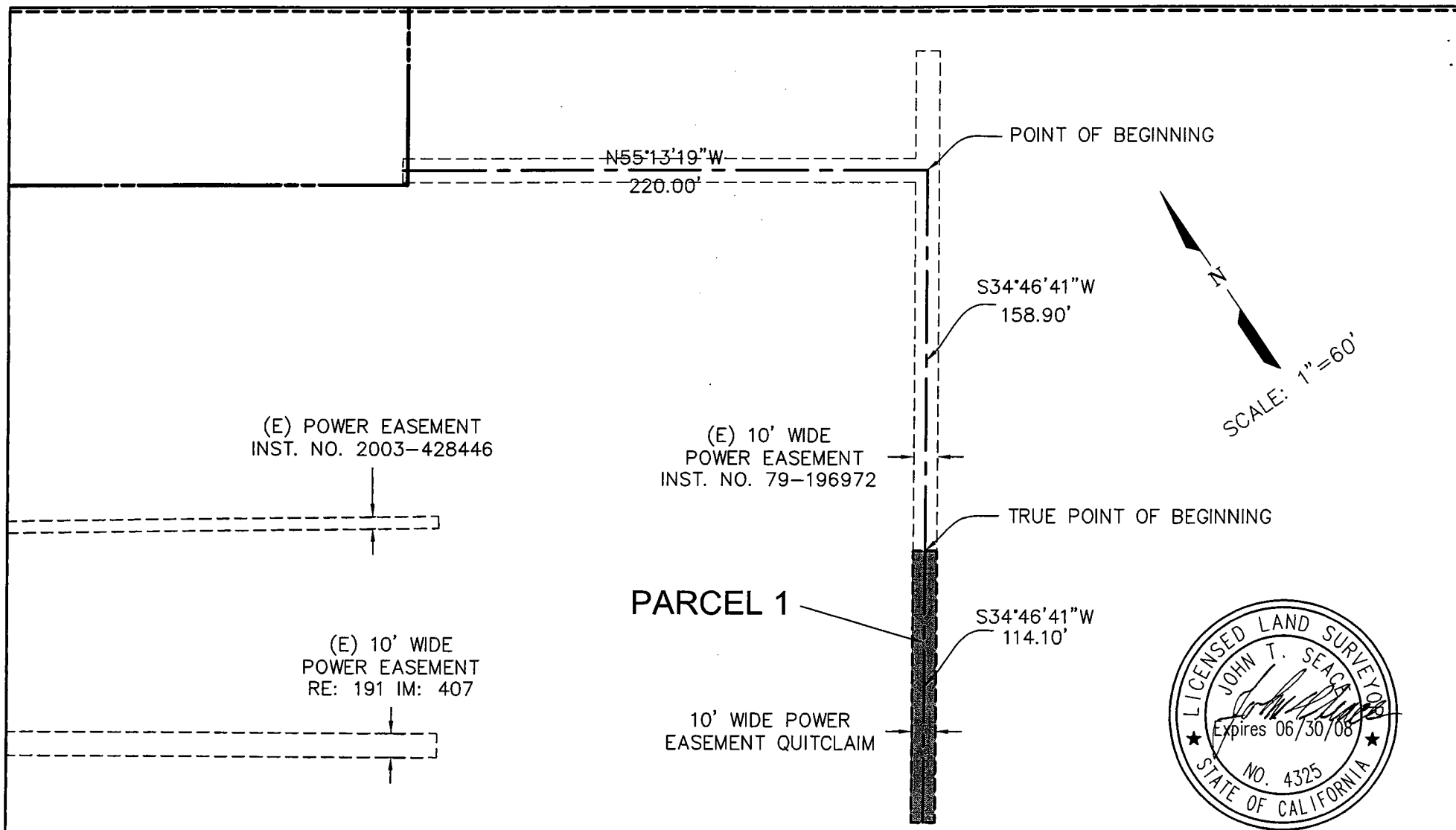
SOUTH SHORE MALL

Date:	02-05-07	Scale:	1"=300'	Job:	SOSH0101
Drawn By:	KSN	Designer:	KSN	Checked:	DMV

BRIC Engineering
ASSOCIATES, INC.

2858 Stevens Creek Blvd., Suite 208
San Jose, CA 95128
Tel. (408) 241-5494
Fax (408) 241-5493

SHEET 1 of 2



PLAT TO ACCOMPANY A DESCRIPTION		
AP&T EASEMENT QUITCLAIM		
CITY OF ALAMEDA		
SOUTH SHORE MALL		
Date: 02-05-07	Scale: 1"=60'	Job: SOSHO101
Drawn By: KSN	Designer: KSN	Checked: DMV

BRIC Engineering
ASSOCIATES, INC.

2858 Stevens Creek Blvd., Suite 208
San Jose, CA 95128
Tel. (408) 241-5494
Fax (408) 241-5493

SHEET 2 of 2

Approved as to Form


City Attorney

CITY OF ALAMEDA RESOLUTION NO. _____

VACATING A PORTION OF A 10-FOOT WIDE POWER EASEMENT,
AND RECORDATION OF QUITCLAIM DEED WITHIN PARCEL 2,
PARCEL MAP 2542 (ALAMEDA TOWNE CENTRE)

WHEREAS, Parcel 2 of Parcel Map 2542 was filed June 8, 1978 in Map Book 102 at Pages 51 and 52 in the Office of the County Recorder, Alameda County, California; and

WHEREAS, subject Power Easement was dedicated to the City of Alameda and filed in the Office of the County of Alameda Recorder on October 2, 1979, Series No. 79-196972 in the Office of the County Recorder, Alameda County, California; and

WHEREAS, commercial development has resulted in the removal of portions of the existing electrical distribution lines; and

WHEREAS, a portion of the easement is no longer a necessity for Alameda Power & Telecom operations and can be vacated; and

WHEREAS, a plat and legal description of the portion of the easement to be vacated has been prepared; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Alameda that it hereby ordered that a portion of said easement (Alameda County Recorder Series No.79-196972) within Parcel 2, Parcel Map 2542 (Alameda Towne Centre) be vacated pursuant to the provisions of Division 9, Part 3, Chapter 4, Article 1, Section 833 (c) of the Streets and Highways Code.

BE IT FURTHER RESOLVED that the City Clerk shall cause certified copies of this resolution, attested under seal, to be recorded in the County Recorder's Office and from and after the date of this resolution is recorded, said portion of easement as recorded on October 2, 1979, Alameda County Recorder Series #79-196972, no longer shall constitute easement.

* * * * *

Resolution #4-J CC
04-17-07

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 17th day of April 2007, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 17th day of April 2007.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and Councilmembers

From: Debra Kurita
City Manager

Date: April 17, 2007

Re: Introduce Ordinance Amending Alameda Municipal Code Subsection 23.6-2 (Operation of Power Boats) of Section 23.6 (Harbor and Tidelands) of Chapter XXIII (Parks, Recreation Areas And Public Property) by repealing Subsection 23.6-2 in its entirety and adding a new subsection 23.6-2 (Operation of Power Boats) that incorporates limits for vessels propelled by machinery in an estuary or channel and the continued prohibition of power boat operation in lagoons

BACKGROUND

The Alameda Police Department has had an active marine patrol program for over 16 years. During this time, the department has been responsible for boat safety inspections, enforcement of all boating laws, and boating education for vessel operators. The department is responsible for approximately 35 square miles of waterways that include the Alameda/Oakland Estuary and all San Francisco Bay areas surrounding the City of Alameda. These waterways are patrolled in conjunction with the Oakland Police Department and the Alameda County Sheriff's Office.

During the past few years, Police Department personnel have observed steadily increasing safety issues pertaining to excessive speed and the resulting wake associated dangers, particularly in the estuary. The boating community and local marinas have notified the Alameda Harbor Patrol of these safety issues on multiple occasions.

DISCUSSION

The Alameda Harbor Patrol has worked closely with the City Attorney's Office to establish a new Alameda Municipal Code subsection that clearly defines a new "No Wake Zone" restriction along the shorelines of the city. With the implementation of this new ordinance, which has been forwarded and approved as to form by the State's Department of Boating and Waterways as required by Harbors & Navigation Code Section 660(a), the Police Department will be able to cite "No Wake Zone" violators.

**City Council
Report Re:
Agenda Item #4-K
04-17-07**

The Police Department has sought to aid in the enforcement of the speed and wake issues by having two "No Wake" buoys installed in the area of Jack London Square by the United States Coast Guard. These "No Wake" buoys were installed on March 14, 2007, and are clearly visible to all mariners in that designated area.

BUDGET CONSIDERATION/FINANCIAL IMPACT

There will be no expense associated with the implementation of this ordinance. By issuing citations under this ordinance, the City of Alameda can expect an increase in revenue versus citing under State law (Harbors and Navigation Codes).

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This Municipal Code change affects Chapter 23 (Parks, Recreation Areas and Public Property), Section 23-6 (Harbor and Tidelands), Subsections 23-6(a) (Operation of Power Boats Prohibited Within Certain Areas), (b) (Operation of Power Boats Prohibiting Lagoons) and (c) (Boat Speed to be Posted). Each section has been thoroughly reviewed and found to be compatible with the proposed amendment to the Municipal Code.

ENVIRONMENTAL REVIEW

This ordinance is exempt under the State California Environmental Quality Act (CEQA) Guideline Section 15061(b)(3), which is the "general rule" that CEQA does not apply where it can be seen with certainty that there is no possibility that the proposed ordinance may have a significant effect on the environment.

RECOMMENDATION

Introduce the proposed amendment to the Alameda Municipal Code Subsection 23.6-2 (Operation of Power Boats) of Section 23.6 (Harbor and Tidelands) of Chapter XXIII (Parks, Recreation Areas And Public Property) by repealing Subsection 23.6-2 in its entirety and adding a new subsection 23.6-2 (Operation of Power Boats) that incorporates limits for vessels propelled by machinery in an estuary or channel and the continued prohibition of power boat operation in lagoons.


Respectfully submitted,



Walter B. Tibbet
Chief of Police

WBT:arz

Approved as to Form


City Attorney

CITY OF ALAMEDA ORDINANCE NO. _____
New Series

AMENDING ALAMEDA MUNICIPAL CODE SUBSECTION 23.6-2 (OPERATION OF POWER BOATS) OF SECTION 23.6 (HARBOR AND TIDELANDS) OF CHAPTER XXIII (PARKS, RECREATION AREAS AND PUBLIC PROPERTY) BY REPEALING SUBSECTION 23.6-2 IN ITS ENTIRETY AND ADDING A NEW SUBSECTION 23.6-2 (OPERATION OF POWER BOATS) THAT INCORPORATES SPEED LIMITS FOR VESSELS PROPELLED BY MACHINERY IN AN ESTUARY OR CHANNEL AND CONTINUES THE PROHIBITION OF POWER BOAT OPERATION IN LAGOONS

WHEREAS, the requirements of the California Environmental Quality Act of 1970 (CEQA) have been satisfied and in accordance with Section 15061(b)(3), of the California Code of Regulations, this project is exempt from the provisions of CEQA.

BE IT ORDAINED by the Council of the City of Alameda that:

Section 1. The Alameda Municipal Code is hereby amended by repealing subsection 23.6-2 (Operation of Power Boats) of section 23.6 (Harbors and Tidelands) of Chapter XXIII (Parks, Recreation Areas and Public Property) in its entirety.

Section 2. The Alameda Municipal Code is hereby amended by adding a new subsection 23.6-2 (Operation of Power Boats) of section 23.6 (Harbors and Tidelands) of Chapter XXIII (Parks, Recreation Areas and Public Property) to read as follows:

23.6 HARBORS AND TIDELANDS.

23.6-2 Operation of Power Boats.

a. *Speed limit for vessels propelled by machinery in an estuary or channel.*
No person shall operate any power boat or other motor powered vessel at a speed in excess of five (5) miles per hour in the following areas of an estuary or channel:

1. Within 100 feet of any person who is engaged in the act of bathing. A person engaged in the sport of water skiing shall not be considered as engaged in the act of bathing for the purposes of this section.
2. Within 200 feet of any of the following:
 - (a) a beach frequented by bathers,
 - (b) a swimming float, diving platform, or lifeline,

(c) a way or landing float to which boats are made fast or which is being used for the embarkation or discharge of passengers.

3. No person shall operate a vessel in an estuary or channel in such a manner that the speed thereof interferes with the operation of any other vessel.

4. The City of Alameda may establish prima facie speed limits for any area of an estuary or channel by posting such limits in or at the entrances to such areas. When areas are so posted, the speed limits shall be as fully effective as if specified herein.

5. Employees of governmental agencies are exempt from this section while acting in the course of their official duties.

6. The City of Alameda, the City of Oakland, the County of Alameda and the respective law enforcement officials thereof are given concurrent jurisdiction and authority with the chief of police to enforce the provisions of this section.

7. Any violation of this section is an infraction subject to the provisions of California Government Code section 36900(b).

b. *Operation of Power Boats Prohibited in Lagoons.* It shall be unlawful for any owner, operator or person in command of any power boat to operate same or permit it to be operated upon those certain enclosed bodies of water situated within the City, being commonly known and described as the South Shore Lagoons, the bodies of water being generally along the line of Otis Drive.

Section 3. This ordinance shall be in full force and effect from and after expiration of thirty (30) days from the date of its final passage.

Attest:

Presiding Officer of the Council

Lara Weisiger, City Clerk
City of Alameda

* * * * *

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by Council of the City of Alameda in regular meeting assembled on the ____th day of _____, 2007, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this ____ day of _____, 2007.

Lara Weisiger, City Clerk
City of Alameda

CITY OF ALAMEDA
MEMORANDUM

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Date: April 17, 2007

Re: Receive the Report "EveryOne Home, the Alameda Countywide
Homelessness and Special Needs Housing Plan"

BACKGROUND

Driven by Federal requirements that mandate the development of a long-range plan to end chronic homelessness, Alameda County, in cooperation with local jurisdictions, consumers and service providers, has developed EveryOne Home, the Alameda Countywide Homelessness and Special Needs Housing Plan (EveryOne Home). A Stakeholders Steering Committee, which included City of Alameda staff, prepared a detailed analysis of homelessness, including contributing factors such as mental health, substance abuse, domestic violence, institutional care, lack of housing, and poverty. A copy of the EveryOne Home Plan will be available for review at the City Clerk's office.

Countywide, over 16,000 people each year – 6,216 on any given night – are homeless, of which 43% are families and 28% are children. Alameda County is among the top 10 least affordable housing markets in the United States. A family earning minimum wage needs to work over 130 hours per week to afford a modest two-bedroom apartment. A disabled individual receives less per month from SSI than the fair market rent of a studio apartment. The analysis highlighted the impact of the high cost of housing upon homelessness in the county, making clear that long-term housing is critical for ending chronic homelessness.

DISCUSSION/ANALYSIS

In response to this issue, the County has developed the EveryOne Home Plan, which aims to end chronic homelessness and reduce housing crises. It includes a 10-year program-based plan to end chronic homelessness within a broader 15-year housing-based plan to create safe, decent, and affordable housing options for individuals and families who are homeless or individuals with HIV/AIDS or persistent mental illness in Alameda County.

City Council
Agenda Item #5-A
04-17-07

EveryOne Home has five major goals with strategies for implementation:

1. Prevent homelessness and other housing crises. A key component of the Plan is to improve access to crisis intervention services and services to people leaving institutions including foster care, hospitals, jails, and prisons to prevent their exiting into homelessness.
2. Increase housing opportunities for the homeless, mentally ill and people living with HIV/AIDS. The Plan calls for the creation of 15,000 units of supportive housing in Alameda County over the next fifteen years.
3. Deliver flexible services to support stability and independence. Support services must accompany housing to help formerly homeless tenants be successful in housing.
4. Measure success and report outcomes. Mechanisms for measuring outcomes are necessary to identify successful programs and target resources toward best practices.
5. Develop long-term leadership and build community support. The development of a long-term leadership structure and community support is critical to implementing the plan over the next fifteen years.

EveryOne Home outlines strategies that reorient homeless and housing services, including existing funding and services (i.e. housing, health, mental health, social services, transportation, etc.), to meet the Plan's goals. To accomplish this, EveryOne Home calls for the creation of a Countywide Interim Leadership structure, followed by the creation of a long-term Governing Board, comprised of County and city governments, private for-profit and non-profit service organizations, faith-based organizations, and individual community members.

City staff and other members of the HOME Consortium are participating in the EveryOne Home leadership structure, specifically within the Fund and Program Development Committees, which review any funding or housing development requests of the cities. EveryOne Home was presented to the Social Service Human Relations Board (SSHRB) on January 25, 2007. The SSHRB has endorsed the Plan and looks forward to assisting with its implementation. The SSHRB letter is included as an attachment to this staff report. In addition, City staff will continue to work with the EveryOne Home leadership structure to achieve the five goals outlined in the Plan.

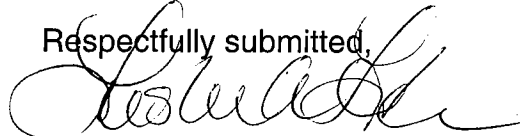
BUDGET CONSIDERATION/FINANCIAL IMPACT

There is no impact on the General Fund. Community Development Block Grant funds in the amount of \$7,345 are currently committed to the Continuum of Care Council and will be transferred to EveryOne Home by FY 2007-08.

RECOMMENDATION

Receive the Report "EveryOne Home, the Alameda Countywide Homeless and Special Needs Housing Plan."

Respectfully submitted,



Leslie A. Little
Development Services Director



By: Debbie Potter
Base Reuse and Community Development Manager



By: Terri Wright
Community Development Program Manager

LAL/DP/TW/sb

Attachment

cc: SSHRB Members
S. Brown, DSD
M. Jones, DSD



City of Alameda • California

February 14, 2007

To: Mayor and Members of the City Council

From: Cynthia Wasko, Acting President
Social Service Human Relations Board

Subject: EveryOne Home, the Alameda Countywide Homelessness and Special
Needs Housing Plan

At the January 25, 2007 Meeting, the Social Service Human Relations Board (SSHRB) heard a presentation by Linda Gardner, Alameda County Housing and Community Development Director regarding EveryOne Home, the Alameda Countywide Homelessness and Special Needs Housing Plan (EveryOne Home).

EveryOne Home aims to end chronic homelessness within ten years and includes five major goals:

1. Prevent Homelessness and Other Housing Crises.
2. Increase Housing Opportunities for People who are Homeless, have Mental Illness, or are Living with HIV/AIDS.
3. Deliver Flexible Services to Support Stability and Independence of Clients
4. Measure Success and Report Outcomes
5. Develop Long-Term Leadership

Based on data presented, a disabled individual receives less per month from SSI than the fair market value of a studio apartment. A family earning minimum wage in Alameda County needs to work over 130 hours per week to afford a modest two-bedroom apartment. The Alameda County homeless count in 2004 found that in suburban cities, such as Alameda, 71% of the homeless are families..

This information is supported by our local findings. According to the 2006 City of Alameda Social Service Human Relations Board's Community Needs Assessment, approximately 13.6% of respondents have experienced homelessness in the last three years. Nearly one in five families demonstrate risk factors for homelessness such as having to choose between paying rent, utilities, health costs, and food bills. Alameda service providers believe that some of the people who become homeless in other cities may have started their descent into homelessness when they were Alameda residents.

Based on this information and past findings, the SSHRB in its 2007 Annual Needs Statement has emphasized support for services that strengthen Alameda's safety net for families and individuals who are vulnerable or in crisis. Priorities include: improving access to affordable housing in Alameda, empowering Alamedans to achieve economic

February 14, 2007
Page 2

and social self-sufficiency and stability, and increasing access to housing and program services for people with disabilities and for seniors.

The SSHRB finds the goals identified by EveryOne Home to be consistent with the priority areas we have emphasized. The SSHRB agrees that homeless is a regional problem and that efforts to improve regional coordination and cooperation to combat homeless are needed. The SSHRB also believes that the needs of individual communities differ and looks forward to providing programmatic feedback as EveryOne is implemented to ensure that Alamedan families receive services that enable them to break the cycle of poverty and reduce the likelihood of becoming homeless again.

In accordance with the Social Service Human Relations Board's 2007 Needs Statement, the Board endorses and recommends adoption of EveryOne Home, the Alameda Countywide Homeless and Special Needs Housing Plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Cynthia Wasko". The signature is fluid and cursive, with the first name "Cynthia" written in a larger, more prominent script than the last name "Wasko".

Cynthia Wasko, Acting President
Social Service Human Relations Board

MJ/CW/TW:sb

Attachment

cc: Social Service Human Relations Board
Development Services Director

CITY OF ALAMEDA

MEMORANDUM

To: Honorable Mayor
and Councilmembers

From: Debra Kurita
City Manager

Date: April 17, 2007

Re: Public Hearing to Consider a Recommendation to Adopt the FY 2007/08
CDBG Action Plan and Authorize the City Manager to Negotiate and Execute
Related Documents, Agreements, and Modifications

BACKGROUND

Community Development Block Grant (CDBG) funds from the Federal Department of Housing and Urban Development (HUD) finance programs and activities that benefit low- and moderate-income persons and help prevent or eliminate slums and blight. The FY 2007/08 CDBG Action Plan, describing the proposed use of CDBG funds in the coming year, must be approved by Council and submitted to HUD by May 15, 2007. All citizen participation requirements have been met.

DISCUSSION

The FY 2007/08 draft Action Plan is enclosed as Attachment A. The Action Plan Summary, Attachment B, summarizes the activities recommended for funding in the 2007/08 fiscal year. Staff recommendations discussed below are based on needs identified through a variety of community engagement activities, including results from the Social Service Human Relations Board's (SSHRB's) community needs survey, consultation with community-based organizations, sponsorship or attendance at neighborhood and/or community outreach events, media and website notices inviting citizen comments, two SSHRB meetings, and the City Council's February 6, 2007, public hearing on housing and community development needs.

Public Facilities & Improvements: One new public facility project is proposed. The Alameda Point American Disability Act (ADA) Curb Cut project, which will install approximately 40 curb cuts allowing ADA access to the homeless accommodation at Alameda Point, is recommended for FY 2007/08 funding.

**City Council
Public Hearing
Agenda Item #5-B
04-17-07**

Public Services: FY 2007/08 is the 2nd year of a two-year funding cycle. Attachment C lists current and proposed funding for all public services providers approved for funding during the FY 2006/07 Action Plan cycle. Priorities identified in the community participation process appear as focus areas. Program descriptions and proposed service levels are identified, and FY 06-07 program performance is noted for all organizations that are currently funded.

At Council's request, the SSHRB reviewed staff's public service recommendations and heard public comment from two organizations expressing support for staff's recommendations. These are the only comments received thus far in the 30-day public review period, which concludes with the public hearing before Council on April 17, 2007. The SSHRB has concurred with staff's recommendations, as noted in the attached report included as Attachment D.

Funding recommendations allocate 100% of available public service funding, estimated to be \$222,678, for FY 2007/08. Due to a reduction in the receipt of program income, public service funding is \$26,491 lower than last year's level. Anticipating the reduction in available funding for FY 2007/08, funding for East Bay Community Mediation (\$15,000) was approved for FY 2006/07 only. It is recommended that the remaining funding gap of \$11,492 be closed by a 2% across-the-board cut to six organizations and agreed upon funding cuts in excess of 2% for two organizations. Based on the need to close the funding shortfall, and satisfactory FY 2006/07 contract performance, Public Service funding for FY 2007/08 is recommended for authorization.

Additional program income received through June 30, 2007, can be used to increase the Public Service Cap for FY 2007/08. To maximize available funding, staff, with the concurrence of the SSHRB, recommends that the two organizations receiving cuts in excess of 2%, Bananas, Inc., and the Red Cross, Alameda Service Center, have funding restored in the event additional program income is received.

On January 16, 2007, as part of the CDBG Annual Needs Hearing, staff was directed to evaluate availability of CDBG funding for renovating the Teen Center located at the Veterans Hall. To be eligible for CDBG funding, benefit to low- and moderate-income households is required. Currently, systems to collect data necessary to determine funding eligibility for the Teen Center are not in place. Development Services will work with ARPD to explore funding eligibility based on income verification of program participants for the next CDBG Public Services award cycle. CDBG funds may also be used for ADA upgrades. The City is in the process of updating its ADA Transition Plan for all City property, and the ADA needs of the Veterans Building will be identified. Staff will work with the Risk Manager's office to evaluate CDBG funding for ADA upgrades to the Veterans Building once the updated ADA Transition Plan is completed this summer.

Rehabilitation: The Substantial Rehabilitation Program is funded in accordance with the requirements of the Guyton Agreement to develop new units in vacant or underutilized space in existing residential and mixed-use structures. Residential predevelopment funding will be used to identify future development opportunities for the Substantial Rehabilitation program. Funds are recommended for the Housing and Rental Rehabilitation Programs to

implement the Alameda Accessibility Modification Program. Under the program, eligible households can receive grant funds to make accessibility modifications to their homes.

Economic Development: Building upon the successes of previous CDBG-funded economic development projects such as the downtown parking structure and the Microenterprise Assistance program, two economic development projects are recommended for funding. The City will be working with the Alameda Point Collaborative (APC) to obtain the designation of Community-Based Development Organization (CBDO). The designation will increase the City's flexibility to fund economic development initiatives such as employment training, which is typically funded as a public service and constrained by the 15% Public Service Cap. The funding will enhance existing APC entrepreneurial efforts including the Bike Project and the Plough Shares and Growing Youth food security program. Funding is also recommended for the development of an Economic Development Initiative to provide assistance to commercial property owners and businesses for the purpose of creating or retaining jobs. Marketing of the program will begin once staff develops program guidelines and related agreements.

Technical Assistance "Swipe Card" Program: A long-standing initiative of the SSHRB to create a computer-based intake or "swipe card" system, allowing for a single point of entry for clients participating in CDBG-funded programs is recommended for funding. Once implemented, the program will increase the capacity of non-profit agencies to streamline and share client in-take data, benefiting both clients and non-profits. The data will also be helpful in conducting community assessments, critical in identifying ongoing community needs.

Continuation of Existing Activities: Programs and projects previously approved by Council with prior years' funding will continue. Programs and projects include: construction of the downtown parking structure using \$7.8 million in Section 108 program and Brownfields Economic Development Initiative (BEDI) funds; acquisition of the Food Bank Portable; and continuation of the Woodstock to Webster Neighborhood Improvement project and Blight Busters program.

Planning/Administration/Program Delivery: The Plan includes allocations for Fair Housing services, Continuum of Care support, program delivery, planning, and administration related to the development and implementation of all CDBG-eligible and CDBG-funded projects. In furtherance of the CDBG objective of assistance to lower-income residents, staff researches and applies for other funding sources to meet community needs and provides support to the Rent Review Advisory Committee, the SSHRB, and other similar activities.

Following approval of and in accordance with the FY 2007/08 CDBG Action Plan, Grant Agreements or Modifications will be negotiated to fulfill Federal and City requirements. The form of Agreements and Modifications are the same as those previously approved by the Council and City Attorney.

ENVIRONMENTAL REVIEW

The execution of related agreements and final funding commitments are subject to satisfactory environmental clearance under 24 CFR Part 58.

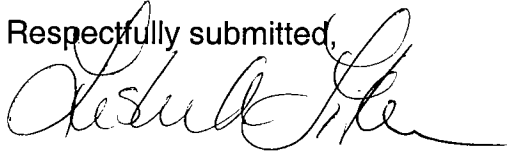
BUDGET CONSIDERATION/FINANCIAL IMPACT

CDBG funds provide services and improvements to low- and moderate-income residents and neighborhoods. CDBG funds are also used to leverage millions of dollars of private, foundation, and other public funds for Alameda through private investment and matching grants. This Action Plan will allocate \$1,377,853 in new CDBG Entitlement funds. Other CDBG funds noted in the Plan include: an estimated \$185,000 in program income from loan repayments and \$219,336 in reallocated prior year funding. This is a total budget of \$1,782,189. There is no impact on the General Fund.

RECOMMENDATION

Adopt the FY 2007/08 CDBG Action Plan and authorize the City Manager to negotiate and execute Grant Agreements, Grant Modifications, and other related documents.

Respectfully submitted,



Leslie A. Little
Development Services Director



By: Debbie Potter
Base Reuse and Community Development Manager



By: Terri Wright
Community Development Program Manager

LAL/DP/TW:sb

Attachment A: CDBG FY 2007/08 Draft Action Plan On file at the City Clerk's Office.
Attachment B: CDBG FY 2007/08 Action Plan Summary
Attachment C: CDBG Public Services Funding Summary
Attachment D: SSHRB FY 2007/08 Public Service Recommendations

cc: FY 2007/08 Public Service Subgrantees
Social Service Human Relations Board

Draft FY 2007-08 ACTION PLAN SUMMARY

Final funding commitments are subject to satisfactory environmental clearance under 24 CFR Part 58. FY 2007-08 is the 2nd year of a two-year Public Services funding cycle. Council with reauthorize the Public Service contracts approved during the FY 2006-07 funding cycle for the FY 2007-08 Action Plan, subject to funding availability and satisfactory contract performance.

NEW AND EXISTING PROJECT	ESTIMATED CARRY-FORWARD CDBG FUNDING	FY 2007-08 CDBG FUNDING	TOTAL CDBG FUNDING
CAPITAL PROJECTS			
Alameda Point ADA Curb Cuts		115,000.00	115,000.00
Food Bank Modular Unit	100,000.00		100,000.00
Woodstock to Webster Neighborhood Imp.	375,000.00		375,000.00
Blight Busters	105,000.00		105,000.00
PUBLIC SERVICES			
ACCESS Program (Alameda Red Cross)		61,280.00	61,280.00
Child Care Vouchers		22,724.00	22,724.00
Family Violence Prevention Services		14,578.00	14,578.00
Alameda Food Bank		19,939.00	19,939.00
Four Bridges		25,557.00	25,557.00
Housing Counseling		14,946.00	14,946.00
Midway Shelter		42,124.00	42,124.00
West Alameda Teen Club		21,530.00	21,530.00
ECONOMIC DEVELOPMENT & TECHNICAL ASSISTANCE			
Economic Development Initiative	10,000.00	100,000.00	110,000.00
Alameda Point Collaborative CBDO		35,000.00	35,000.00
Non-Profit "Swipe Card" Program		40,000.00	40,000.00
HOUSING REHABILITATION			
Housing Rehabilitation	175,000.00	20,000.00	195,000.00
Rental Rehabilitation	100,000.00	30,000.00	130,000.00
Residential Predevelopment	18,000.00	13,210.00	31,210.00
Substantial Rehabilitation	450,000.00	210,812.00	660,812.00
PROGRAM DELIVERY		580,590.00	580,590.00
PLANNING/ADMINISTRATION			
Continuum of Care		7,345.00	7,345.00
Fair Housing Services		15,000.00	15,000.00
General Administration		290,226.00	290,226.00
UNPROGRAMMED FUNDS		102,328.00	102,328.00
TOTAL	1,333,000.00	1,782,189.00	3,115,189.00

Total Anticipated Funding FY 2007-08

FY 2007-08 CDBG Entitlement	1,377,853.00
FY 2007-08 Anticipated Program Income	185,000.00
Reallocated Funds from Prior Years	219,336.00
Total FY 2007-08 CDBG Funds	1,782,189.00

**City Council
Public Hearing
Attachment 2 to
Agenda Item #5-B
04-17-07**

Focus Area

Project Name / Organization	FY05-06 Funding Received	FY 2006-07 Funding Received	Recomm'd Funds for FY 2007-08	Cut	Cut (%)	1	2	3	4	Program Description	FY 2006/07 Progress toward Performance Goal
REQUESTS FOR PUBLIC SERVICE FUNDING											
Alameda Continuum of Community, Emergency, & Social Services (ACCESS) / American Red Cross - Alameda Service Center	\$64,896 \$18,265**	\$66,280 \$10,000**	\$61,280	\$5,000	8%	x		x	x	Homelessness Prevention/Self-sufficiency program for 1500 very low to moderate income Alamedans, leading to self-sufficiency. ACCESS provides utility assistance, short-term rental assistance, crisis food and food vouchers, transportation assistance, and misc direct services.	83%
Alameda Food Bank	\$18,962	\$20,346	\$19,939	\$407	2%	x				Emergency food program serving up to 4000 Alamedans. Clients currently have ability to receive food up to 7 times a month, providing 15 - 20 days of food. Seeking to expand their program hours and eligibility requirements to make program available to more families in need.	68%
Childcare Vouchers / BANANAS	\$25,000	26384 \$16,000**	\$22,724	\$3,661	16%		x		x	Subsidy and administrative costs for childcare subsidy program providing \$200/month voucher for a minimum of 11 children from approx. 8 low-income working parents in Alameda for up to 9 months each. Its goal is to help families become stable and self-sufficient and to assist them in transitioning to long term subsidized child care.	89%
East Bay Community Mediation	\$0	\$15,000	\$0	N/A	N/A			x		Recommended for FY 2006/07 funding only.	40 hour training begins March 16, 2007
Family Violence Prevention Services / Family Violence Law Center	\$14,376	\$14,876	\$14,578	\$298	2%	x			x	Emergency hotline, crisis counseling and referrals for 125 victims, legal assistance and counseling and/or court accompaniment for temporary restraining orders, kick-out orders, and child custody/support orders for 30 Alamedans.	68%
Four Bridges Creative Living Center Program / Bay Area Community Services	\$24,695	\$26,079	\$25,557	\$522	2%		x			Day rehabilitation program serving 60 individuals including 35 Alamedans. The program focuses on recovery, empowerment, pre-vocational activities, psycho-education, and socialization. Services include assistance with symptom mgmt, stress mgmt, with mental/emotional illness, substance abuse issues, hygiene, personal safety, nutrition, and decision-making.	89%
Housing Counseling (landlord/tenant counseling) Sentinel Fair Housing	\$13,867	\$15,251	\$14,946	\$305	2%			x	x	Information and referral to 425 Alamedans, providing advice to property owners and tenants regarding their rights and responsibilities in rental housing. Anticipated outcomes: decreased discrimination in all aspects of housing, increased awareness/compliance with fair housing laws, and stability of existing rental housing through knowledge of rights and responsibilities of owners and tenants.	44%
Midway Shelter / Building Futures with Women and Children	\$41,600	\$42,984	\$42,124	\$860	2%	x	x	x		Provide emergency food and 24 hr shelter for approximately 200 women and children, offering support services to help women achieve self-sufficiency. 90% of women participating for 30 days or more will exit with housing, employment or both. 60% will reduce level of crises in one or more of the following: housing, employment/income, mental health, domestic violence, substance abuse, or physical health.	40%
West Alameda Teen Club / Alameda Boys & Girls Club	\$21,085	\$21,969	\$21,530	\$439	2%		x			Afterschool recreational, educational, and life skill activities for 150 youth ages 12 to 18. Youth will develop skills and pursue interests in technology, sports, art, music, audio-video production, careers and college prep. We expect an improved rate of school attendance, reduced juvenile crime, lower rate of drop outs and a greater expectancy of employment.	110%
TOTAL	\$259,622	\$249,169	\$222,678								

***Focus Areas:**

1. Strengthening Alameda's safety net (food, shelter, health care and personal safety issues)
2. Empowering Alamedans to achieve economic and social self-sufficiency and stability through education, job training, employment and employment support services such as transportation and childcare
3. Improve access to affordable housing in Alameda (fair housing, homeless prevention, short-term rental and utilities assistance)
4. Making sure people with disabilities, seniors, single parents and culturally and linguistically isolated populations have awareness of and access to services through increased outreach and publicity.

Further hopes:

Empowering families and individuals with tools for self-sufficiency and success
 Maintaining Alameda's diversity
 Supporting families and individuals who are vulnerable

**Additional funding allocated through Amendment

City Council
 Public Hearing
 Attachment 3 to
 Agenda Item #5-B
 04-17-07

CITY OF ALAMEDA

MEMORANDUM

To: Honorable Mayor
and Councilmembers

From: Cynthia Wasko
Acting President, Social Service Human Relations Board

Date: March 29, 2007

Re: Recommended FY2007-08 CDBG Public Service Allocations

BACKGROUND

At the City Council's request, the Social Service Human Relations Board (SSHRB) reviews and comments on the Development Service Department's recommendations for Community Development Block Grant (CDBG) public services funding. At its January meeting, the SSHRB considered priority needs for public service funding and recommended certain focus areas, including strengthening the social service safety net, empowering economic and social self-sufficiency, improving access to affordable housing, and making sure isolated populations have awareness of and access to services through increased outreach and publicity.

DISCUSSION/ANALYSIS

At its March meeting, the SSHRB reviewed staff's published funding recommendations. The SSHRB also heard public comments from representatives of funded organizations. FY 07-08 represents the second year of a two-year funding cycle, and staff's recommendation was consistent with funding plans established last year. Based on the presentations and discussion at these meetings, the SSHRB unanimously supports the staff recommendations.

The programs recommended for funding are established and have good track records. We believe that the recommendations reflect the focus areas the Board identified. The proposed funding represents a decrease in operating funds for all programs. We wish more money were available for public services overall. Given the funding constraints, we believe that the recommendations offer a balanced approach to the needs of the community.

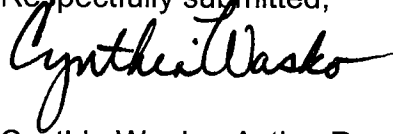
Staff explained that a percentage of the additional program income received through June 30, 2007 can be used to increase public services funding for FY 07-08. If additional funding becomes available, the board supports staff's recommendation to restore funding to Banana's, Inc. first. Additional funding may be used to restore the American Red Cross- Alameda Service Center. Increased funding for both agencies would be contingent upon the agency's ability to maximize direct program benefit with the additional funding.

**City Council
Public Hearing
Attachment 4 to
Agenda Item #5-B
04-17-07**

RECOMMENDATION

The SSHRB unanimously recommends that City Council approve the CDBG public services funding recommendations as published.

Respectfully submitted,

A handwritten signature in black ink, reading "Cynthia Wasko". The signature is fluid and cursive, with the first name "Cynthia" and last name "Wasko" clearly legible.

Cynthia Wasko, Acting President
Social Service Human Relations Board

CW:MJ:sb

cc: Social Service Human Relations Board

CITY OF ALAMEDA

Memorandum

DATE: April 17, 2007

TO: Honorable Mayor and
Councilmembers

FROM: David Brandt
Assistant City Manager

RE: Consider Initiation of a Rezoning in the Area Generally Bounded by
Madison Street to the North, Washington Street to the South, Fernside
Drive to the East and Peach Street to the West.

BACKGROUND

On March 30, 2007, the City accepted a citizen request from Victor and Ann Quintell to initiate a rezoning to create an overlay district in the "Ranch" neighborhoods of the Fernside area. A petition signed by 44 of the 118 property owners accompanied the request.

DISCUSSION

Pursuant to AMC Section 30-22.2, property owners, City Council, or the Planning Board, must initiate zoning amendments. If the City Council initiates a rezoning, property owners within the subject area do not bear the cost of the process.

The proposed amendment would create a 20-foot height limit in an area generally bound by Madison Street to the north, Washington Street to the south, Fernside Drive to the east, and Peach Street to the west. There are 118 properties in the amendment area. The amendment would also limit new additions to no more than 800-square feet.

If initiated by City Council, staff will review the boundaries and the existing development pattern and make recommendations to the Planning Board and City Council regarding appropriate development standards for the general area, such standards may include rezoning the area with an H, Special Height Combining District and/or creation of a Planned Development District. It should be noted there are two active requests for development in this area: one for a second story addition on Washington Avenue and another for a new two-story residence on Adams Street.

City Council
Agenda Item #5-C
04-17-07

ENVIRONMENTAL REVIEW

Initiation of a rezoning is not a project under the California Environmental Quality Act (CEQA).

BUDGET CONSIDERATION/FINANCIAL IMPACT

If directed by City Council to initiate the requested rezoning, costs would be absorbed within the Planning & Building Department's existing budget. No additional funding would be required.


MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

None.

RECOMMENDATION

Direct the Assistant City Manager to initiate a rezoning with special development standards in the area of Madison Street to the north, Washington Street to the south, Fernside Drive to the east, and Peach Street to the west.

Respectfully submitted,


Cathy Woodbury
Planning and Building Director

By: 
Andrew Thomas
Planning Services Manager

Attachments:

1. Letter to David Brandt dated March 30, 2007 (12 pages)

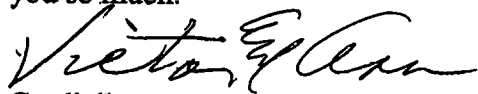
G:\PLANNING\CC\REPORTS\2007\04-17-07\Rezoning Initiation.doc

March 30, 2007.

City of Alameda
David Brandt

Dear David,

I am enclosing the signatures we have gotten for our neighborhood ordinance. Hopefully you can get started with what needs to be done. David McCarver has more signatures to get, but we would like to get started with what we have. Please let us know what we do from here. Thank you so much.

A handwritten signature in cursive script, appearing to read "Victor & Ann", written in dark ink.

Cordially,

Victor and Ann Quintell
3286 San Jose Ave.
Alameda, CA 94501
510-521-8117

**City Council
Attachment to
Agenda Item #5-C
04-17-07**

REQUEST FOR ORDINANCE LAYOVER FOR THE RANCH NEIGHBORHOODS OF EAST ALAMEDA

We the undersigned neighbors wish to have the City Council direct the City of Alameda Planning Department to design an ordinance protecting our neighborhoods from the development of oversized additions, remodels and new construction.

Our neighborhoods may not yet meet the City of Alameda's Historical requirements, but they do have a history. A history of modest and equal sized ranch houses, where no one home dominates or looms over another. We are very concerned about the size and scale of the developments being approved by the Planning Department which circumvent the statement "*scale and massing which will clash with the dominant verticality of the neighborhood.*"

For many of us in this wonderful neighborhood our homes will be our legacy to our children and heirs. We are not a neighborhood of million-dollar Mini-Mansions. We are a modest neighborhood and we are greatly concerned with what these developments will do to the quality of life on our streets and the values of our homes.

We ask that the following statements from the city of Alameda Guide to Residential Design be stringently enforced within the designated neighborhood areas:

SECTION 1 – ADDITIONS (PG 16) “* The new building mass must not loom over the street or neighboring yards... The scale and massing should not clash with the dominant verticality of the neighborhood.”

Subsection 30-37-5 Requirements:

“Projects must be compatible with their site, any adjacent or neighboring buildings or surroundings and promote harmonious transitions in scale and character in areas between different designated land uses”. And Item b. which states that “Projects which do not meet the requirements of paragraph a. shall be presumed detrimental to either existing property values or the growth of property values in the vicinity of the project.”

ON PAGE 18 -

The form, mass and style of the second story addition must relate to both that of the existing building and those of the surrounding neighborhood.

And while such a new “style” need not match the surrounding non-historic buildings (e.g., a “new” Mediterranean revival may be introduced into a neighborhood of 1950’s ranch buildings) the scale and massing should not clash with the dominant verticality of the neighborhood.

PAGE 64 UNDER SUBSECTION 30-37.5 REQUIREMENTS -

a. Projects must be compatible with their site, any adjacent or neighboring buildings or surroundings and promote harmonious transitions in scale and character in areas between different designated land uses.

b. Projects which do not meet the requirements of paragraph a. shall be presumed detrimental to either existing property values or the growth of property values in the vicinity of the project.

We are seeking a layover ordinance which will limit the amount of additional square footage to 800 square feet. The maximum height to 20 feet. And the design to be such that it will maintain the single story ranch character of the existing structures with the addition place over the back ½ of the house.

We believe that such an ordinance will not downsize our neighborhood costing us property value. We believe in fact that by limiting the size of any development, our property values will

maintain or increase as prospective buyers will appreciate the fact that they can rest comfortably that no one can buy the home next door and build it out to an out of scale and character monster home that truly will diminish property value.

PRINT NAME SIGNATURE STREET
ADDRESS YEARS IN HOME DATE

[illegible]

PRINT NAME SIGNATURE STREET
ADDRESS YEARS IN HOME DATE

San Jose

maintain or increase as prospective buyers will appreciate the fact that they can rest comfortably that no one can buy the home next door and build it out to an out of scale and character monster home that truly will diminish property value.

PRINT NAME	SIGNATURE	STREET
ADDRESS	YEARS IN HOME	DATE

1 ✓ VICTOR QUINTELL Victor Quintell 3286 SAN JOSE ALAMEDA
3286 SAN JOSE AV 36 yrs 1-21-07

✓ Ann Quintell Ann Quintell San Jose
3286 San Jose 36 yrs 1-21-2007

2 ✓ Nancy Smith Nancy Smith
3270 San Jose 46 yrs 1-21-2007

3 ✓ Linda Larkin Linda Larkin
3263 San Jose Ave. 38 years 1/21/2007

✓ Edward Larkin Edward Larkin
3263 San Jose Ave 1/21/2007

4 ✓ Cynthia Batchelor 3255 San Jose Ave
Cynthia Batchelor 13 yrs.

PRINT NAME	SIGNATURE	STREET
ADDRESS	YEARS IN HOME	DATE

+ ✓ Don Swartz 3258 San Jose Ave
Don Swartz 34 yrs

5 ✓ Peggy S. Rivas 3279 San Jose Ave.
Peggy S. Rivas Alameda

✓ Stanley A. Swartz 3283 San Jose Ave. Alameda
Stanley A. Swartz

✓ Rose M. Swartz 3283 SAN JOSE AVE - ALAMEDA
Rose M Swartz

7 ✓ BRANDEN LAW R.L. 16 years.
3278 San Jose Ave. Alameda CA 94601

8 ✓ PAULINE LAW Pauline Law 16 years
3278 SAN JOSE AVE

9 ✓ EUNICE WONG Eunice Wong 28 years
3271 SAN JOSE AVENUE

10 ✓ MARCELLO NATALI Marcello Natali 30 yrs
3256 San Jose Ave

11 ✓ Diane Natali Diane Natali 30 yrs
3256 San Jose Ave

12 ✓ JENNIFER KOWSKIE Jennifer Kowskie 3 yrs
3258 San Jose Ave

13 ✓ JEANIE FIRPO Jean Firpo 48 yrs
3264-SAN JOSE.

14 ✓ Emil Firpo Emil Firpo 48 yrs
3264-SAN JOSE

15 ✓ Dean Batchelor Dean Batchelor 13 yrs
3255 San Jose Ave

16 ✓ Herm Muzio Herm Muzio 48 yrs
3266 San Jose

17 ✓ Clare Muzio Clare Muzio 48 yrs
3266 San Jose

Eugene Mark
11 yrs

Dr. Giff 4/10/03

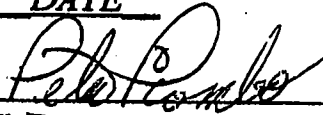
Am Dong Jan
1948

Claudia Van Winkle
Barnett

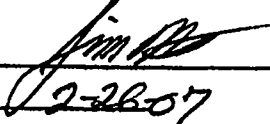
Madison St

maintain or increase as prospective buyers will appreciate the fact that they can rest comfortably that no one can buy the home next door and build it out to an out of scale and character monster home that truly will diminish property value.

<u>PRINT NAME</u>	<u>SIGNATURE</u>	<u>STREET</u>
<u>ADDRESS</u>	<u>YEARS IN HOME</u>	<u>DATE</u>

17 ✓ Peter Piombo  3282 Madison St.
41 years 1-31-07

✓ Catherine Piombo Catherine Piombo 3282 Madison St.
41 years 1-31-07

18 ✓ Jim McIntyre  3278 Madison St.
25 years 2-26-07

✓ Margaret McIntyre Margaret McIntyre 3278 Madison St.
25 years 2-26-07

19 ✓ BEN RATTI JR 3274 MADISON ST.
35

20 ✓ Brad Clark 3270 Madison St.
15 yrs Brad Clark

<u>PRINT NAME</u>	<u>SIGNATURE</u>	<u>STREET</u>
<u>ADDRESS</u>	<u>YEARS IN HOME</u>	<u>DATE</u>

21 ✓ JACK PARODI 3256 Madison St. Church
52 years

✓ Dolores Parodi "
52 years

22 ✓ Bill Duman
3261 Madison St.

25 years

27

1 GARY BARKER
38 years

3271 MADISON ST
Capt. Barker

Adams St

maintain or increase as prospective buyers will appreciate the fact that they can rest comfortably that no one can buy the home next door and build it out to an out of scale and character monster home that truly will diminish property value.

PRINT NAME	SIGNATURE	STREET
ADDRESS	YEARS IN HOME	DATE

24 ✓ Donald Landreth DONALD LANDRETH 3280 ADAMS ST
49 yrs 2/11/07

✓ LAURA LANDRETH Laura Landreth 3280 Adams St
49 yrs 2/11/07

25 ✓ VERA TADDEI 2/11/07 Vera Taddei 3288 Adams St
39 yrs

✓ Lillian Taddei 2/11/07 Lillian Taddei 3288 Adams St
39 yrs

26 ✓ DORIS WILTON 2/11/07 Doris W. Wilton 3276 Adams
8 yrs

27 + Sheetal Cordova 2/11/07 Sheetal Cordova 3270 ADAMS ST
3 months

PRINT NAME	SIGNATURE	STREET
ADDRESS	YEARS IN HOME	DATE

+ Martin Cordova 2/11/07 Martin Cordova 3270 ADAMS ST
3 months

28 Margaret O'Farrell 2/11/07 - 3266 PARKS - 45 YRS

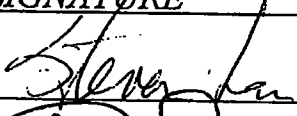
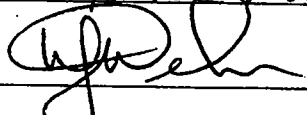
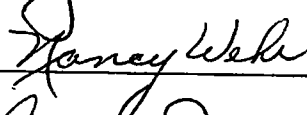
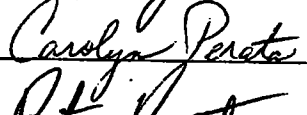
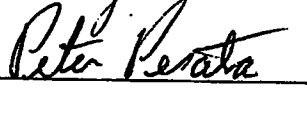
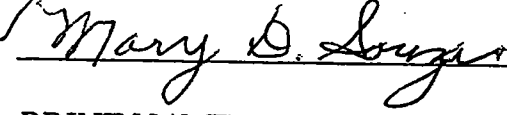
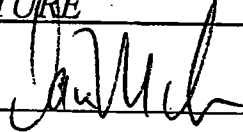
29 + J. TRACEY J. Tracey 3284 ADAMS ST.
2 1/2 YEARS 2/12/07

30 ✓ ROMA GALANO Roma Galano 3281 ADAMS ST
8 YEARS 2/17/07

- 31 + MIKE MARITZEN *Thom* 36 yrs 2/17/07
 8285 ADAMS ST
 ALAMEDA, CA 94524
- 32 / Kingman Su Kingman Su 8 yrs 2/17/07
 3281 Adams St, ALAMEDA 94501
- 33 / Chuck Axthelm *Chuck* 10 yrs 2/17/07
 3277 Adams St. 94501
- ✓ Judith Kodish Judith Kodish 10 yrs 2/17/07
 3277 Adams St 94501
- 37 / Laurie Lacer Laurie Lacer 6 yrs 2/17/07
 3273 Adams St 94501
- 35 / Winnie Liu *Winnie* 9 yrs 2/17/07
 3265 Adams St 94501
- 34 / Paul Wolk Paul Wolk 22 yrs 2/17/07
 3257 Adams St 94501
- 37 / Bernadette Norton-White Bernadette Norton-White
 3243 Adams St. 94501 45 yrs 2/17/07
- 38 / Rosa Pelayo ROSA PELAYO
 3260 ADAMS ST ALAMEDA 2 yrs 5
 2-17-07.
- 39 / Kennell Chen *Kennell* 15 yrs 2/17/07
 3289 Adams St. Alameda, CA 94501

Washington St.
(not completed)

We believe that such an ordinance will not downsize our neighborhood costing us property value. We believe in fact that by limiting the size of any development, our property values will maintain or increase as prospective buyers will appreciate the fact that they can rest comfortably that no one can buy the home next door and build it out to an out of scale and character monster home that truly will diminish property value.

	<u>PRINT NAME</u>	<u>SIGNATURE</u>	<u>STREET ADDRESS</u>	<u>YEARS IN HOME</u>	<u>DATE</u>
40	✓ STEVEN LAU		3280 WASHINGTON ST.	10 years	3-21-07.
41	✓ W.J. WEHR		3279 Washington St.	40 yrs	3/21/07
	✓ NANCY WEHR		3278 Washington St.	40 yrs	3/21/07
42	✓ Carolyn Perata		3271 Washington St.	42 years	3/23/07
	✓ PETER PERATA		3271 Washington St.	42 Year	3-23-07
43	✓ Mary D. Louger		3275 Washington	30 years	5-23-07 3-25-07
44	<u>PRINT NAME</u>	<u>SIGNATURE</u>	<u>STREET ADDRESS</u>	<u>YEARS IN HOME</u>	<u>DATE</u>
	Dave McClaver		3278 Washington	7	3/29/07

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Councilmembers

From: Debra Kurita
City Manager

Date: April 17, 2007

Re: Adopt a Resolution Expressing Support for Full Funding for Transit
Operations in the State's FY 2007/08 Budget

BACKGROUND

In mid-January, Governor Schwarzenegger released his proposed FY 2007/08 budget, which included a plan to cut public transportation funding by \$1.1 billion. According to AC Transit staff, the agency could lose about \$7 million in FY 2007/08 as a result of this proposal, and about \$5 million in subsequent years.

DISCUSSION

Governor Schwarzenegger's proposed FY 2007/08 budget, released in January, includes a shift of \$1.1 billion of Public Transit Account (PTA) funds to offset costs that are traditionally covered by the State's General Fund, including general obligation debt service (\$340 million), school bus service (\$627 million), and transportation services for the developmentally disabled (\$144 million). According to the State Department of Finance, the Governor intends the transfer to the Department of Education for school bus service to be ongoing, while the other proposed transfers would occur only in FY 2007/08.

As a result of this proposed shift, funding will be reduced for the State Transit Assistance (STA) program, which is an account within the PTA and is the only state funding source for transit operating expenses. To compensate for the loss of traditional transit funding, the Governor's budget proposes backfilling the account using \$600 million of the Proposition 1B transportation bond voters passed last November. The bond funds, however, are for transit capital expenditures, not for operations.

The Governor will release a revised budget proposal, known as the May Revise, in mid-May. It is unknown at this point whether the budget revision will include the transit funding shift. The Metropolitan Transportation Commission, transit advocates, environmentalists, and the Legislative Analyst's Office, however, have all expressed concerns about this proposal.

City Council
Report Re:
Agenda Item #5-D
04-17-07

BUDGET CONSIDERATION/FINANCIAL IMPACT

There is no impact to the General Fund from this action.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Municipal Code.

RECOMMENDATION

Adopt a resolution expressing support for full funding for transit operations in the State's FY 2007/08 budget.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Naclerio", is written over the typed name.

Matthew Naclerio
Public Works Director

MTN:gc

EXPRESSING SUPPORT FOR FULL FUNDING FOR TRANSIT
OPERATIONS IN THE STATE'S FY 2007/08 BUDGET

WHEREAS, Governor Arnold Schwarzenegger released his proposed
FY 2007/08 budget in January, 2007; and

WHEREAS, the draft budget includes a plan to cut public transit funding
in FY 2007/08 by \$1.1 billion by using Public Transit Account funds to offset
costs that are traditionally covered by the State's General Fund; and

WHEREAS, A.C. Transit, which provides bus service to the residents
and businesses of Alameda, could lose \$7 million as a result of this proposal in
FY 2007/08 and \$5 million in subsequent years; and

WHEREAS, the Governor's January budget also proposes to make up
for some of this loss of transit operating money by using \$600 million of the
Proposition 1B transportation bond passed by the voters last November; and

WHEREAS, the Proposition 1B bond funds are intended to be used for
transit capital expenditures, not for operations; and

WHEREAS, the Governor will release a revised budget proposal in May.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City
of Alameda that the City expresses its support for full funding for transit
operations in the State's FY 2007/08 budget.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly
and regularly adopted and passed by the Council of the City of Alameda in a
regular meeting assembled on the _____ day of _____, 2007,
by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of
said City this _____ day of _____, 2007.

Resolution #5-D
04-17-07

Lara Weisiger, City Clerk
City of Alameda

Approved as to Form -


City Attorney

UNAPPROVED

MINUTES OF THE SPECIAL COMMUNITY IMPROVEMENT COMMISSION MEETING
TUESDAY- -APRIL 3, 2007- -7:27 P.M.

Chair Johnson convened the Special Meeting at 8:00 p.m.
Commissioner Gilmore led the Pledge of Allegiance.

ROLL CALL - Present: Commissioners deHaan, Gilmore, Matarrese,
Tam, and Chair Johnson - 5.

Absent: None.

CONSENT CALENDAR

Commissioner Matarrese moved approval of the Consent Calendar.

Commissioner Gilmore seconded the motion, which carried by
unanimous voice vote - 5. [Items so enacted or adopted are
indicated by an asterisk preceding the paragraph number.]

(*07-) Minutes of the Community Improvement Commission meeting
held on March 20, 2007. Approved.

(*07-) Recommendation to authorize the Executive Director to
execute an amendment to the Master Consulting Agreement with Harris
& Associates for Engineering and Construction Support Services for
the final phase of the Bayport Project by extending the term six
months and adding additional budget authority in an amount not to
exceed \$232,000.

AGENDA ITEMS

None.

ADJOURNMENT

There being no further business, Chair Johnson adjourned the
Special Meeting at 8:01 p.m.

Respectfully submitted,

Lara Weisiger
Secretary

The agenda for this meeting was posted in accordance with the Brown
Act.

CITY OF ALAMEDA

Memorandum

To: Honorable Chair and
Members of the Community Improvement Commission

From: Debra Kurita
Executive Director

Date: April 17, 2007

Re: Authorize the Executive Director to Execute a Consultant Agreement with Harris & Associates in an Amount Not to Exceed \$540,000, to be Reimbursed by the Developer Pursuant to the DDA, to Provide City Engineering Review and Construction Support Services for the Alameda Landing Project

BACKGROUND

Harris & Associates ("Harris") was selected in 2001, through a formal competitive selection process, as the City Engineer for the East Housing and Fleet Industrial Supply Center (FISC) Catellus Project. As the designated City Engineer for the Project, Harris is responsible for plan review, development approvals and ensuring compliance with all City Public Works standards. Harris also resolves any non-standard issues or exemptions with Public Works as required and serves as the City's construction inspector for both private in-tract and public backbone improvements on the Project.

On December 5, 2006 and January 16, 2007, the City Council and Community Improvement Commission (CIC), approved all entitlements for the Alameda Landing Mixed Use Development at the FISC. The proposed Project includes the development of 400,000 square feet of office with supporting retail uses, 20,000 square feet of health club uses, 300,000 square feet of retail uses, up to 300 housing units, and a 9-acre waterfront promenade.

The Developer has also submitted a Tentative Map and the Phase One Development Plan, which will be presented to the Planning Board at its April 23rd meeting. Specific Development Plans for Clif-Bar will be presented to the Planning Board at the May 29th meeting. Site work is scheduled to begin in August 2007. Construction on Phase One is scheduled to start in September 2007, and to be substantially complete and ready for occupancy in the fall of 2008. All these activities require careful engineering review and coordination.

**Special CIC
Agenda Item #2-B
04-17-07**

Over the past three months, city staff and the Developer have been working collaboratively on the development of the Master Demolition Infrastructure and Grading Plan (MDIGP) and a Right-of-Entry Agreement that allows the Developer to access the property to perform environmental and geotechnical testing and inspections of the property. Additional work includes the review and submission of a Joint Aquatic Resource Permit Application (JARPA) to the San Francisco Bay Regional Water Quality Control Board (RWQCB), U.S. Army Corps of Engineers (Corps), and San Francisco Bay Conservation and Development Commission (BCDC). As a result of those efforts, activities were identified requiring the input of and review by the contract engineer.

DISCUSSION

Initially, Harris & Associates was retained as the City Engineer for the East Housing/FISC project. In March 2002, the CIC approved an amendment to the Disposition and Development Agreement (DDA) with Catellus that bifurcated East Housing from FISC and allowed the Bayport project to proceed on its own. Harris & Associates has served as the City Engineer on the Bayport project for the past five years and will complete its duties on that project by December 31, 2007. With re-entitlements in place for the former FISC site, including a new DDA, a new agreement for City Engineer services for Alameda Landing needs to be executed.

As part of preparing the new agreement with Harris & Associates, staff reviewed the billing rates of several civil engineering firms that responded to a March 2006 Request for Proposals (RFP) for On-Call Engineering Services issued by Public Works. The work activities specified in the RFP for On-Call Services are similar to those required of the City Engineer for Alameda Landing. In addition, as City Engineer for the project, Harris & Associates is the licensed engineer for the project and stamps all of the engineering drawings. In this capacity, Harris & Associates accepts all liability for those drawings. Billing rates for firms responding to the RFP for On-Call Engineering Services ranged from \$125-\$160 an hour for project engineers to \$190-\$225 an hour for project directors/principles. Harris & Associates' billing rates range from \$150 an hour for project engineers to \$220 an hour for project directors/principles.

It is recommended that the CIC retain Harris & Associates as the City Engineer for Alameda Landing based on Harris & Associates' familiarity with the East Housing/FISC project; long-standing relationships with the developer and the developer's consultants, specifically, BKF, the project engineer, and third party regulators and utilities (e.g., Regional Water Quality Control Board, CalTrans, EBMUD, etc.); the need to coordinate Bayport and Alameda Landing backbone infrastructure; Harris & Associates' willingness to accept liability for engineering work associated with the project; and Harris & Associates' competitive billing rates.

Harris & Associates will serve under the direction of the Development Services Department in coordination with the Public Works Department. The scope of work included in the Harris fee proposal is summarized as follows:

1. Program Management: Represent the Public Works Department on the Alameda Landing Project through the preparation of conditions of approval, recommendations, and evaluation of alternatives. Assist with coordination between Public Works and other City departments, as required. Provide assistance with meeting agenda development, meeting minutes, progress reports, budget monitoring and analysis, scheduling, and document preparation and review. Provide support to the City in review and resolution of environmental and clean up issues as they develop. Develop and update mitigation monitoring compliance checklist.
2. Master Demolition Infrastructure and Grading Plan (MDIGP) Technical Review: Technical review of "project" MDIGP including: review/recommend design exceptions; review engineering calculations and reports (soils, storm, sewer, etc); set design criteria; review for compliance with City ordinances and municipal/building codes; coordinate with Public Works and other departments; assist in issues/conflict resolution and best practices; and review contract documents.
3. In-tract Review for Commercial Office, Retail and Residential Development: Perform technical review of phased final maps; check for compliance with City ordinances, State Map Act, and conditions of approval; check closure calculations; review CC&Rs and easements for completeness and accuracy; draft the Subdivision Improvement Agreement; coordinate with Public Works and other departments; provide compliance check list, improvement plans, and plot plans. Review/recommend design exceptions; review engineering calculations and reports (soils, storm, sewer, etc); set design criteria; check for compliance with conditions of approval; review contract documents; provide compliance check list; attend Development Review Team meetings and Planning Board if needed; coordinate with Public Works and other departments. Provide inspection services that would normally be provided by the Public Works Department; review contractor submittals related to public facilities; maintain inspection logs regarding public facilities inspected; and assist Construction Manager with conflict resolution.
4. Willie Stargell & Webster Technical Support & Construction Management (CM): Review plans, specifications, and cost estimates for Bidability and Constructability. Assist the City with coordination with other project infrastructure, schedule, and compatibility. Provide Resident Engineer responsibilities for construction of the intersection project. Review grading and backbone infrastructure construction documents for new intersection project; provide bid period assistance (attend bid meetings, review bids, assist with

negotiations); review contractor selection; provide inspection services that would normally be provided by the Public Works Department; review contractor submittals related to public facilities; maintain inspection logs regarding public facilities inspected; and assist Construction Management with conflict resolution.

The not-to-exceed fee of \$540,000 for the above-referenced tasks is predicated upon the Alameda Landing Commercial Phase One Preliminary Design and Production Schedule provided by the Developer and includes a ten percent contingency allowance.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Since Harris & Associates will serve as the designated City Engineer for the Alameda Landing Project, the Agreement with Harris is with the CIC and not the Developer. As a result, Harris & Associates will be paid by the CIC from a deposit of funds from the Developer to the CIC. No General Fund monies will be used to pay for any of the expenditures required for implementation of the Alameda Landing Project.

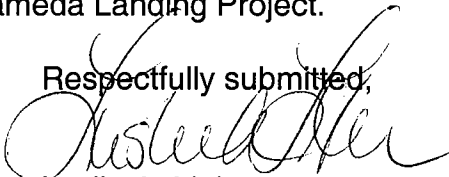
MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

The proposed Agreement is in conformance with the City's Fiscal Neutrality Policy.

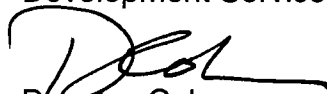
RECOMMENDATION

Authorize the Executive Director to execute a Consulting Agreement with Harris & Associates in an amount not to exceed \$540,000, to be reimbursed by the Developer pursuant to the DDA, to provide city engineering review and construction support services through December 2007, for the Alameda Landing Project.

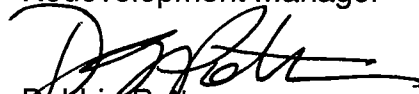
Respectfully submitted,



Leslie A. Little
Development Services Director



Douglas Cole
Redevelopment Manager



By: Debbie Potter
Base Reuse Community Development
Manager

CITY OF ALAMEDA

MEMORANDUM

To: Honorable Chair and Members
of the Community Improvement Commission

From: Debra Kurita
Executive Director

Date: April 17, 2007

Re: (1) Receive Report on Alameda Theater, Cineplex, and Parking Structure
Project Construction Update; and (2) Add Scope of Work to the Civic
Center Parking Garage Construction Contract with C. Overaa & Co. and
Reduce Contingency Budget

BACKGROUND

The City of Alameda Community Improvement Commission (CIC) approved construction contracts with C. Overaa & Co. (Overaa) on July 26, 2006, for the rehabilitation and restoration of the historic Alameda Theater and the design-build new construction of the Civic Center Parking Garage. The CIC approved the Theater construction contract for \$8,800,000 and approved the parking garage design-build contract for \$9,104,000, with the condition that the garage project be value-engineered within the CIC's budget before the construction phase commenced. Since contract approval in July, CIC staff and Overaa finalized the value-engineering for the garage design, reducing the contract price to within the CIC's budget. The original contract price of \$9,104,000 was reduced by \$604,000, resulting in a final contract price of \$8,500,000.

The Theater construction contract commenced in October 2006; the design phase of the parking garage project started in August 2006; and the construction phase of the parking garage began in October 2006. The overall project consists of an eight-screen movie theater, including a 484-seat, single-screen theater in the historic Alameda Theater and seven screens in the new cineplex, 6,100 square feet of retail, and a 341-space parking garage.

DISCUSSION

The status of both the Theater and parking garage projects, including the budget with contingency, payments, and schedule, are provided in Attachments 1 and 2, respectively. Both projects are expected to be substantially complete by the end of

Special CIC
Agenda Item #3-A
04-17-07

2007. Subsequently, Alameda Entertainment Associates (AEA), the movie operator, will install tenant improvements in the historic Theater. The grand opening of the Alameda Theater is currently anticipated for early 2008 (Attachment 3). A summary of the status of each component of the project is provided below.

Alameda Theater

The Alameda Theater rehabilitation and restoration focused on finalizing the seismic work, scaffolding the auditorium, demolishing the mechanical room in the alleyway, and continuing with mechanical, plumbing, and electrical work. CIC staff allocated an additional \$30,000 from the contingency line item within the overall budget for additional doweling and reinforcement required by the structural engineer, partially due to existing footing conditions differing from the original as-built drawings. Overaa has also commenced with plaster repair, lobby paint preparation, and marquee/blade sign work.

Cumulative current and pending contract changes are estimated to require the use of approximately \$212,000 in contingency funds, or approximately 19 percent of the CIC's contingency budget. The total contingency budget for the Theater is \$1.1 million (Attachment 1).

Parking Garage

Overaa has poured the vertical columns and shear walls for the first floor of the garage. They also have placed concrete masonry units (CMU) for the ramp and the sump pumps and drains for the first level. Additionally, Overaa commenced backfilling the ramp and forming the slab-on-grade. Current and pending contract changes are estimated to require the use of approximately \$133,000 in contingency funds, or approximately 32 percent of the CIC's contingency budget. The total contingency budget for the garage is \$415,000 (Attachment 2).

As directed by the CIC at the February 20, 2007, meeting, CIC staff evaluated several options for creating a more consistent, non-sloping design for the northern elevation of the garage. The cost of revising the northern elevation design quoted by Overaa was much greater than anticipated and ranged from \$260,000 to \$400,000. The options included:

- 1) Pipe rails on top of cast-in-place crash walls with plaster/foam/framing at bottom of crash wall. Columns to remain 24" with no foam or flutes. This alternative would cost approximately \$390,000 and add two months to the contract schedule (Attachment 4).
- 2) Raised concrete crash walls on top with plaster/foam/framing at bottom of crash wall. Columns to remain 24" with no foam or flutes. This alternative would cost approximately \$260,000 and add one and one-half months to the contract schedule (Attachment 5).

- 3) Shortened concrete crash walls with metal panels spanning column to column. Columns to remain 24" with no foam or flutes. Metal panels to utilize a perforated/expanded metal infill panel. This alternative would cost approximately \$300,000 and add one month to the contract schedule (Attachment 6).

Overaa's quotes for altering the northern façade would use all or exceed the CIC's remaining contingency of \$282,000. CIC staff and its construction management team have evaluated these proposed costs, which may exceed the prices that could be achieved through a competitive bidding process. Even with a competitive bid, it is possible that any of these alternatives could require that the CIC commit additional funds to the project. As a result, CIC staff does not recommend accepting any of the alternatives for the northern elevation at this time. If, once construction is complete and Overaa has vacated the site, the CIC decides to allocate additional funds to the project, a retrofit of the northern façade could be competitively bid to achieve the most competitive results. In addition, other options that could be pursued after construction is completed include a landscaping solution (i.e., vines or a installation of a landscape screen) or a temporary vinyl mural, as originally conceived for the blank shear wall in the original garage design. Staff would also revisit the possibility of seeking a landscape easement from neighboring Longs Drugs to pursue tree planting along this elevation. Implementation of any of these options would come at the end of the Overaa contract.

In the meantime, with the structure of a design-build contract, and the reduced risk to the CIC for the remaining garage construction, CIC staff and its construction management team recommend reducing the construction contingency for the garage and adding back into the scope of work for the project items that were previously eliminated during the value-engineering process but considered to be of high value to the Oak Street facade design. CIC staff recommends the CIC select one of the following scope-addition alternatives:

- 1) **Alternative #1.** Add the complete, originally designed blade sign and marquee canopy back into the scope of work for \$128,000, reducing the contingency to \$154,000, or to approximately three percent of the remaining contract work (Attachments 7 and 8).
- 2) **Alternative #2.** Add the complete, originally designed blade sign **without** the original marquee canopy; with limited signage underneath the blade sign; four canopies over the pedestrian entryways into the garage; and the relief panels over the entrances into the stair towers back into the scope of work for \$124,000. This option would reduce the contingency to \$157,000, or to approximately three percent of the remaining contract work (Attachments 7 and 8).

Attachment 9 depicts the originally designed parking garage before value-engineering, including the complete blade sign, marquee canopy, awnings, and relief panels. The design architect for the project, Komorous-Towey Architects (KTA), recommends selecting Alternative #1 because of the significance of both these design elements.

Additionally, it would be much easier to add back the other two elements in Alternative #2 (i.e., four individual canopies or relief panels) at a future date than adding back the marquee canopy at a later date. Also, the marquee canopy provides down-lighting that will help illuminate the vehicular entrance to the garage, which increases nighttime pedestrian and vehicular safety and drivers' ability to identify the entrance to the garage. A full list of the items eliminated from the garage scope of work during the value-engineering process is provided in Attachment 10.

Cineplex

The Cineplex is under construction. Work includes site work demolition and grading, installation of drilled piers along the eastern foundations, and ongoing foundation excavation.

BUDGET CONSIDERATION/FINANCIAL IMPACT

There are no proposed changes to the CIC's total overall budget for the Alameda Theater, Cineplex, and Parking Garage project. CIC staff does, however, recommend reducing its garage contingency by adding either Alternative #1 or Alternative #2 into the scope of work for the construction of the garage.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

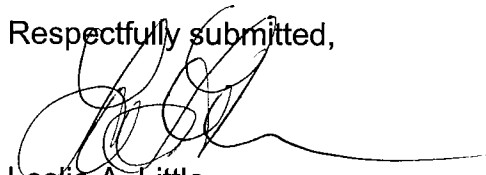
Alameda Downtown Vision Plan 2000 – Action B1.0 – Renovate/restore Alameda Theater.

Alameda Downtown Vision Plan 2000 – Action F4 – Consider building a parking structure as part of a Downtown parking management program.

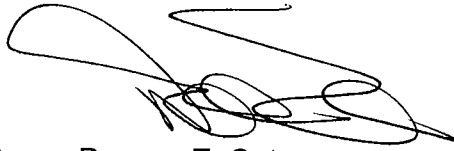
RECOMMENDATION

Add either Alternative #1 or Alternative #2 (as described above) into the scope of work of the construction contract with Overaa for the parking garage and reduce the garage contingency budget accordingly.

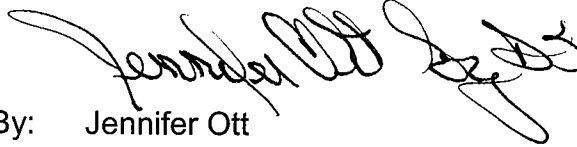
Respectfully submitted,



Leslie A. Little
Development Services Director



By: Dorene E. Soto
Manager, Business Development Division



By: Jennifer Ott
Redevelopment Manager

DK/LAL/DES/JO:dc

Attachments:

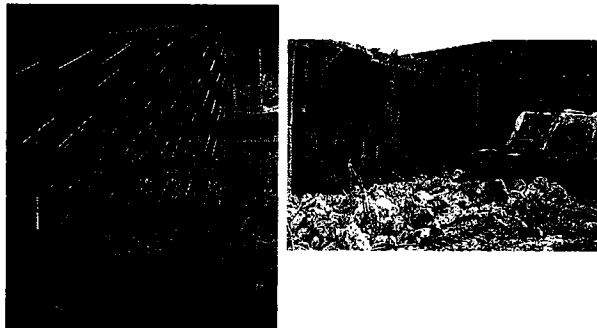
1. Monthly Progress Status Report for the Alameda Theater Rehabilitation and Restoration
2. Monthly Progress Status Report for Civic Center Parking Garage
3. Alameda Theater Project Schedule Update
4. Pipe Rail and Cast-In-Place Option for Northern Elevation
5. Raised Concrete Option for Northern Elevation
6. Metal Panel Option for Northern Elevation
7. Recommended Alternatives for Parking Garage Scope Additions
8. Parking Garage Contingency Reduction Proposals
9. Civic Center Parking Garage Original Western Elevation Approved by City Council on March 21, 2006
10. Value-Engineering Decision Matrix for Civic Center Parking Garage

Monthly Progress Status Report

Alameda Theater Rehabilitation and Restoration

City of Alameda

April 17, 2007 CIC Meeting

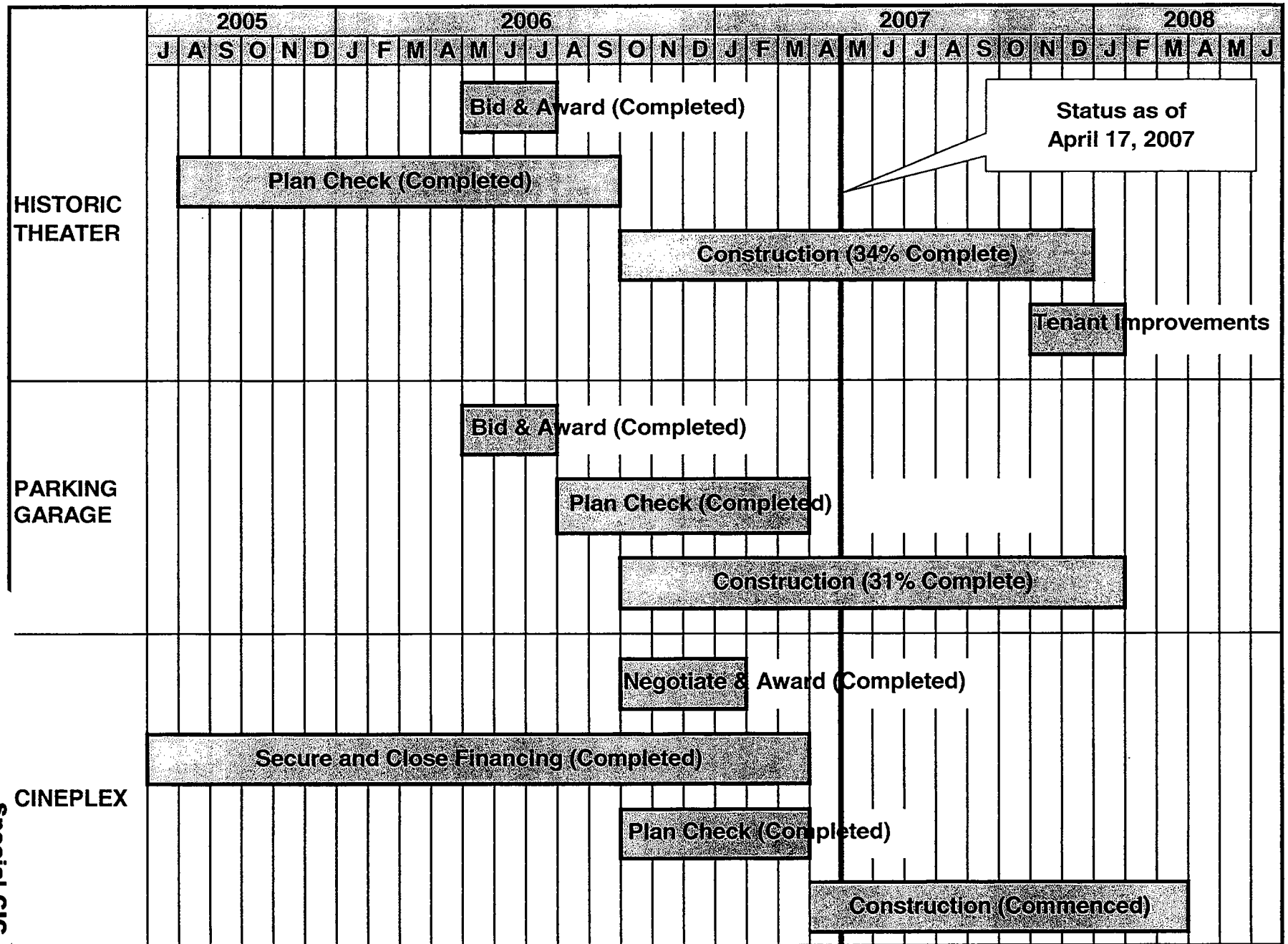
BUDGET			CONTRACT	
			Original Contract Amount	\$8,800,000
Construction			Previous Changes	(\$9,113)
Contingency			Executed Change Orders	
Total Contract Budget			Add Main Disconnect Switch	\$7,334
			Subtotal Executed Changes	\$7,334
PAYMENTS			Pending Change Orders (Cost Estimates)	
			Seismic Clarifications	\$60,000
			Unforeseen Hazardous Materials Abatement	\$17,000
			Alleyway Sewer Cleanouts/Street Grinding	\$15,000
			Value-Engineering Enclosure	\$35,000
			AP&T Electrical Changes	\$30,000
			Revise Electrical Room	\$35,000
Previously Paid			Re-Routing Power to Viva Mexico	\$19,765
Payment this Period			Temporary Alleyway Trash Enclosure	\$2,500
Total Payment To Date			Subtotal Pending Change Orders	\$214,265
			Total Changes	\$212,486
			Estimated Revised Contract Amount	\$9,012,486
			Remaining Contingency	\$893,554
CONTRACT STATUS			PICTURES	
Schedule	Notice to Proceed:	10-Nov-06		
	Contract Calendar Days:	410		
	Time Extensions:	0		
	Scheduled Completion:	15-Dec-07		
	Time Used:	139		
	Time Remaining:	271		
	Percent Time Expended :	34%		
Cost	Base Bid Amount:	\$8,800,000		
	Amount Paid to Date:	\$2,752,186		
	Percent Cost Expended:	31%		
	Change Orders to Date:	(\$1,779)		
	Pending Change Orders:	\$214,265		
	Project Cost:	\$9,012,486		
	Percent Contingency Expended:	19%		
MILESTONES				
Milestone	Baseline	Forecast	Approved	
Notice to Proceed	11/10/2006	11/10/2006	11/10/2006	
Substantial Completion	11/10/2007	11/10/2007		
Final Completion	12/15/2007	12/15/2007		
PROJECT STATUS				
Work Completed		• Continued with Electrical, Mechanical and Plumbing Rough-In		
This Period:		• Completed Scaffolding Auditorium		
This Period:		• Commenced Fire Sprinkler, and Waterproofing Work		
		• Completed Demolition of Mechanical Room		
		• Completed Re-routing of Viva Mexico Electrical		
		• Commenced Decorative Painting Preparation		
		• Commenced Marquee/Blade Sign Work		
		• Commenced Plaster Repair		
		• Commenced on West-side Walkway		
Work Projects				
Next Period:		• Install Electrical Switch Gear		
		• Commence Alleyway Improvements		
		• Scaffold Lobby		
		• Poured Front Columns		
Status:		• Project is on Schedule		

Special CIC
Attachment 1 to
Agenda Item #3-A
04-17-07

April 17, 2007 CIC Meeting

**Special CIC
Attachment 2 to
Agenda Item #3-A
04-17-07**

Alameda Theater Project Schedule Update



Status as of
April 17, 2007



NORTH
 ELEVATION
 SCHEMES

CIVIC CENTER
 PARKING GARAGE
 Central Avenue and Oak Street
 City of Alameda, California

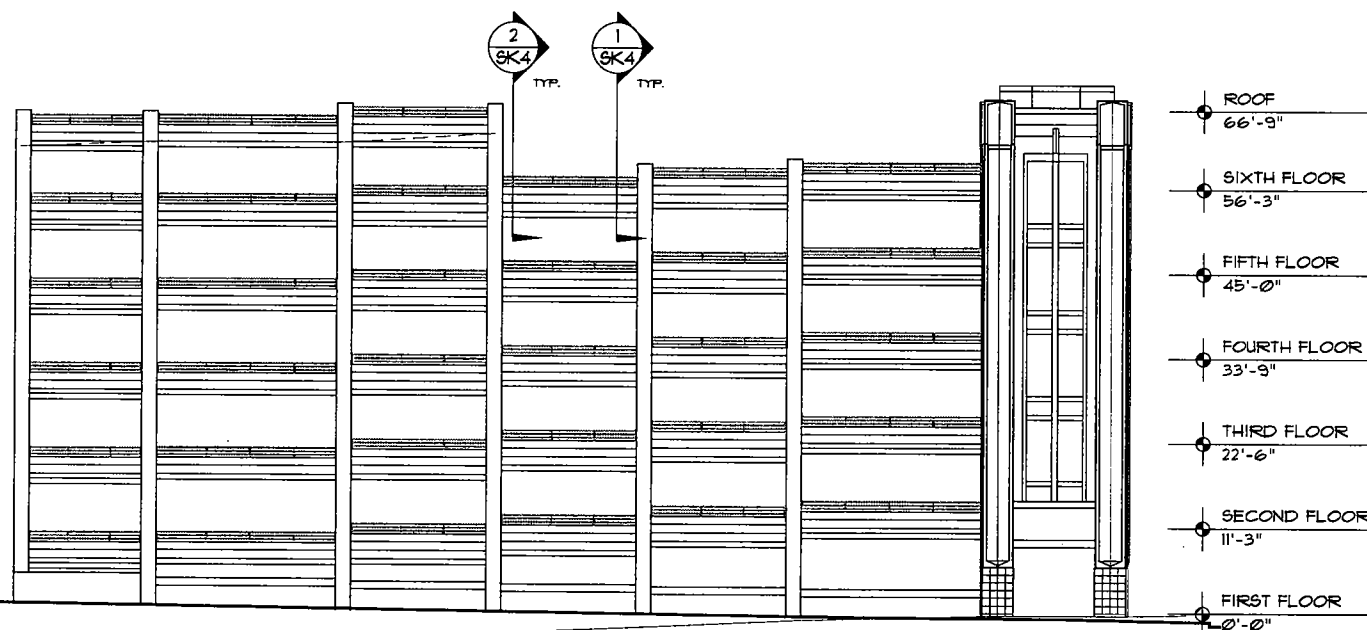
REVISIONS

DATE: March 13, 2007

DRAWN BY: Marc Chu

JOB NO: 2530

SK5



① TYP. (3) 1 1/2" DIA. PIPE RAILS ABOVE CONCRETE CRASHWALL w/ 24" COL.
 SK5 SCALE: 1/16" = 1'-0"



NORTH
ELEVATION
SCHEMES

CIVIC CENTER
PARKING GARAGE
Central Avenue and Oak Street
City of Alameda, California

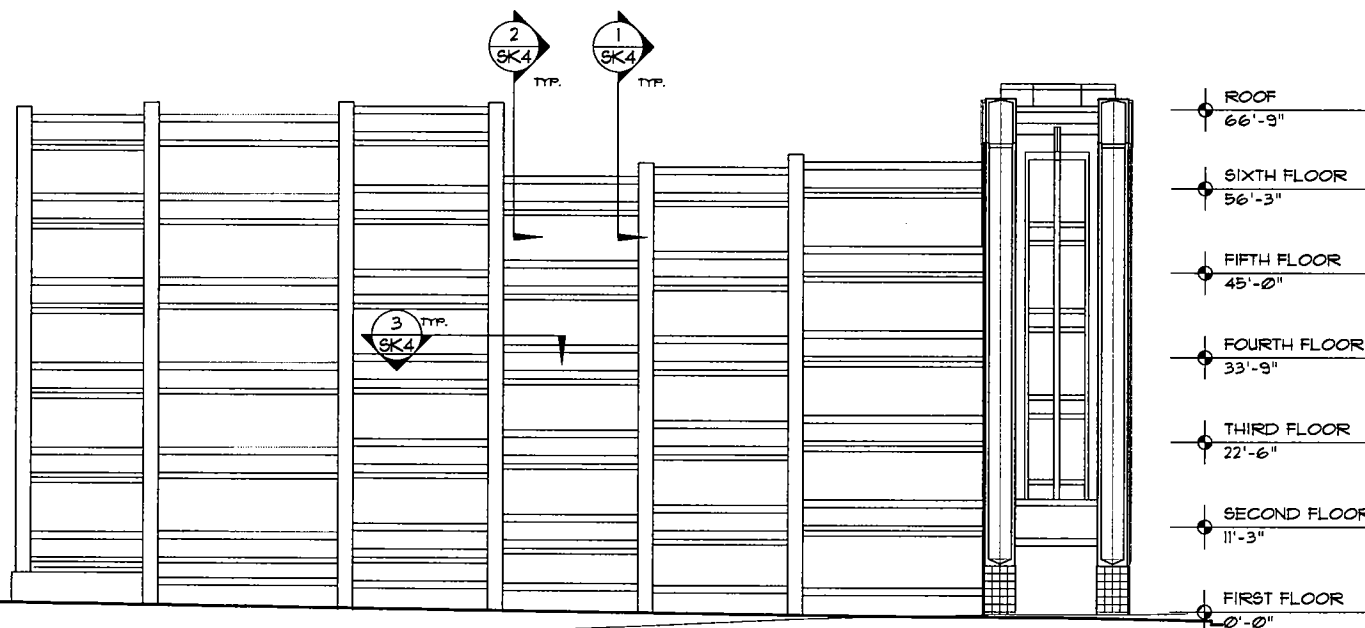
REVISIONS

DATE: March 30, 2007

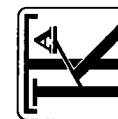
DRAWN BY: Marc Chu

JOB NO.: 2530

SK2



1 MAX. 63" TALL AND MIN. 51" TALL CONCRETE CRASHWALLS
SK2 SCALE: 1/16" = 1'-0"



NORTH
ELEVATION
SCHEMES

CIVIC CENTER
PARKING GARAGE
Central Avenue and Oak Street
City of Alameda, California

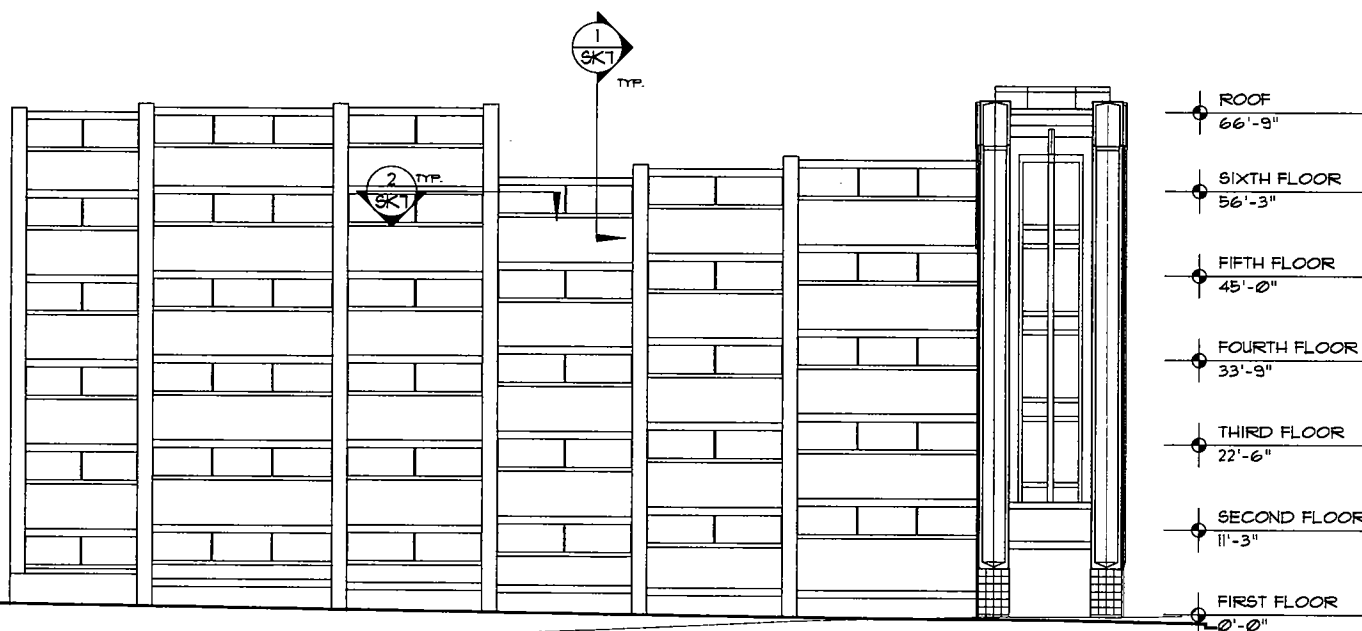
REVISIONS

DATE: March 15, 2007

DRAWN BY: Marc Chu

JOB NO.: 2530

SK6



1 METAL PANEL WALL SCHEME
SK6 SCALE: 1/16" = 1'-0"

Recommended Alternatives for Parking Garage Scope Additions

Item	Amount
Alternative #1	
Blade Sign	\$59,878
Marquee Canopy	<u>\$68,092</u>
TOTAL	\$127,970
Alternative #2	
Blade Sign	\$59,878
Signage Under Blade Sign Budget ⁽¹⁾	\$20,000
Four Oak Street Canopies	\$25,601
Relief Panels	<u>\$18,888</u>
TOTAL	\$124,367

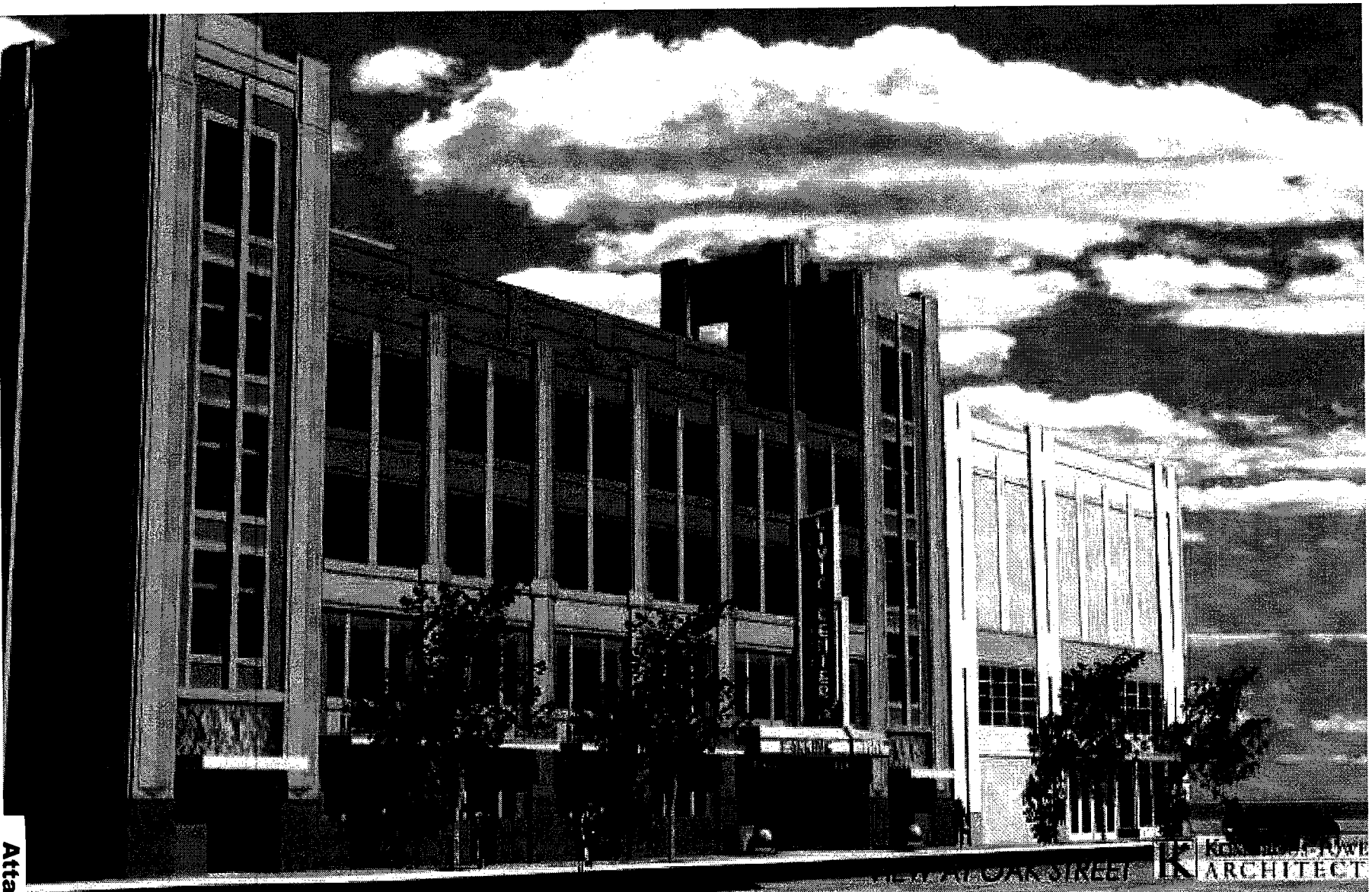
⁽¹⁾ This is a budget for a revised, limited signage design beneath the blade sign.
KTA would design the signage to meet the budget.

Parking Garage Contingency Reduction Proposals

Item	Alternative #1	Alternative #2
Remaining Contract Work ⁽¹⁾	\$5,794,219	\$5,794,219
Remaining Contingency	\$281,637	\$281,637
Scope Additions	\$127,970	\$124,367
Remaining Contingency after Scope Additions	\$153,667	\$157,270
Contingency as a % of Remaining Contract Work	3%	3%

⁽¹⁾ Remaining Contract Work equals total contract amount less payments made to date.

**Special CIC
Attachment 8 to
Agenda Item #3-A
04-17-07**



K KENNEDY & FOWLER
ARCHITECT

Special CIC
Attachment 9 to
Agenda Item #3-A
04-17-07

Value-Engineering Decision Matrix for Civic Center Parking Garage

Item	Description of Final Value-Engineering Changes	Credit Amount	6-Month Reserved Add-Alternate Price ⁽¹⁾	Date by which Decision Must Be Made	Additional Costs Due to Postponement	Notes
1	Replace pre-cast spandrel at roof level along "D" line between grids "1 & 2" with a CIP wall and paint.	(\$1,400)	None	Mid-April	Execution of a new contract, moderate re-design, and cost inflation.	
2	Delete Kynar paint finish from the two canopies on the west side at the north and south ends. Kynar to be replaced with a shop applied primer and field applied finish paint.	(\$4,000)	None	Mid-August	Cost inflation	
3	Delete galvanizing from all steel items. Replace with shop applied coat of primer.	(\$2,000)	None	Date Passed	Cost inflation	Construction Management team advises against galvanizing for performance and maintenance reasons.
4	Simplify tube steel "mullions" shown on West elevation (A3.0) and North elevation (A3.1). Replace with sheet metal or aluminum with same profiles shown.	(\$24,000)	None	Date Passed	Cost inflation	

Special CIC
Attachment 10 to
Agenda Item #3-A
04-17-07

Attachment 10
Value-Engineering Decision Matrix for Civic Center Parking Garage

Item	Description of Final Value-Engineering Changes	Credit Amount	6-Month Reserved Add-Alternate Price ⁽¹⁾	Date by which Decision Must Be Made	Additional Costs Due to Postponement	Notes
5	Change anchored stone veneer as shown on West elevation (sheet A3.0, note #2) at base to 12" X 12" granite tile set in thinset and reduce area of granite as shown in new details on SK1 & SK2. Where granite has been deleted replace with paint system to match other concrete surface.	(\$48,685)	None	Early September	Minor re-design, execution of a new contract, and cost inflation.	
6	Use reveals in lieu of "steps" at spandrel panels shown on North elevation (sheet A3.1). Reveals to be per detail SK-3. Lower reveal to be aligned with cold joint at wall to slab connection.	(\$2,400)	None	Mid-February	Minor re-design, and cost inflation	
7	Delete CMU wall on North elevation (sheet A3.1) located along gridline 1 between H & E. Replace with typical concrete spandrel panels similar to other areas on these elevation. See new derail 2/SK-3 for rail derail and slope of wall at ramp.	(\$47,500)	None	Date Passed		Would have required different structural design.
8	On the North elevation (sheet A3.1) delete the canopy between grid lines B & A located at the second level of the north façade. Plaster to extend where canopy is deleted. Per revised SK5 and SK6 dated 12/8/06.	(\$5,000)	None	Mid-July	Cost inflation	Assumes they are not galvanized. If galvanized, end of January.

Attachment 10
Value-Engineering Decision Matrix for Civic Center Parking Garage

Item	Description of Final Value-Engineering Changes	Credit Amount	6-Month Reserved Add-Alternate Price (1)	Date by which Decision Must Be Made	Additional Costs Due to Postponement	Notes
9	Delete sandblast finish at the new sidewalk along Oak Street. Replace sandblast finish with light broom.	(\$3,000)	None	Early September	Cost inflation	
10	Revise the minimum compression of the post tensioned concrete from 200 psi to 150 psi or code minimum requirements, whichever is greater.	(\$21,000)	None	Date Passed		Would have required different footing design.
11	Delete the storage room shown on sheet A1.1 between gridlines K & L and 2 & 2.2.	(\$7,900)	None	Date Passed		Would have required different footing design.
12	Delete the 6" aggregate base and vapor barrier under the SOG.	(\$16,000)	None	Date Passed		

Attachment 10

Value-Engineering Decision Matrix for Civic Center Parking Garage

Item	Description of Final Value-Engineering Changes	Credit Amount	6-Month Reserved Add-Alternate Price ⁽¹⁾	Date by which Decision Must Be Made	Additional Costs Due to Postponement	Notes
13	Delete upper slab shown on sheet A1.6 between gridlines 1 & 2 and H & D as indicated on SK-4.	(\$57,000)	None	Mid-April	Moderate re-design and cost inflation.	
14	Delete metal stair at roof level at gridlines D & 1.	(\$9,350)	None	Mid-April	Minor re-design and cost inflation.	Metal stair would be required by code, if Item #13 were selected
15	Delete 4 canopies on West elevation (sheet A3.0) between grid lines 1.2 and 2.2 located at the second level of the façade.	(\$18,200)	\$25,601	Mid-July	Add alternate cost held until early June.	Assumes they are not galvanized. If galvanized, end of January.
16	Delete blade sign Marquee as shown in detail 1/A3.5. Delete all associated electrical requirements.	(\$58,500)	\$59,878	Anytime	Add alternate cost held until early June. Additional costs related to installing imbeds or anchors may apply.	If re-design is conducted now, it could avoid significant costs related to upgrading the building to support the signage.

Attachment 10
Value-Engineering Decision Matrix for Civic Center Parking Garage

Item	Description of Final Value-Engineering Changes	Credit Amount	6-Month Reserved Add-Alternate Price ⁽¹⁾	Date by which Decision Must Be Made	Additional Costs Due to Postponement	Notes
17	Delete marquee canopy and signage on canopy at entry/exit as shown in detail 1/A3.5. Delete all associated electrical requirements.	(\$32,000)	\$68,092	Anytime	Add alternate cost held until early June. ⁽²⁾ Additional costs related to installing imbeds or anchors may apply.	If re-design is conducted now, it could avoid significant costs related to upgrading the building to support the signage.
18	Reduce the quantity of "pay by stall machines" to two and centrally locate at first floor lobby as well as other simplifications and revisions to the PARCS system as specified in the attached SK-5.	(\$70,000)	\$25,835	Anytime; mid-February for no exposed conduit.	Add alternate cost held until early June. ⁽³⁾	
19	Delete elevator cab #1 and related equipment. Fill in elevator opening with appropriate materials. Pit light, jackhole, elevator screens to remain and jack to be installed.	(\$74,000)	\$94,638	Anytime; by early June for coordination with other elevator installation.	If not by early June, there will be add'l costs related to ordering and installing the second elevator out of sequence with	
20	Delete foam shapes on façade at east side of stair and elevator towers at roof level. Surface will be a flat plaster surface.	(\$1,900)	None	Mid-July		

Attachment 10

Value-Engineering Decision Matrix for Civic Center Parking Garage

Item	Description of Final Value-Engineering Changes	Credit Amount	6-Month Reserved Add-Alternate Price ⁽¹⁾	Date by which Decision Must Be Made	Additional Costs Due to Postponement	Notes
21	Delete relief panels at stair towers per 1/SK-1 & 3/SK-3 for base building work.	(\$10,000)	\$18,188	Early May	Add alternate cost held until early June.	
22	Credit for variable costs (bonds, insurance, etc..) on all items listed above. (2%)	(\$10,276)	None	Would be included in each individual credit back		
23	Delete Precast Spandrel Panels and Replace with Cast in Place Walls	(\$80,000)	None	Date Passed	Major re-design, execution of new contract, and cost inflation.	
TOTAL		(\$604,111)	\$292,232			

⁽¹⁾ Prices are greater than credit amount due to construction cost inflation.

⁽²⁾ Price for marquee canopy is significantly higher than credit received by CIC. This difference is being evaluated and negotiated.

⁽³⁾ Add alternate price is only for one additional Multi-Space Meter at the ground floor lobby.